



# भारत का राजपत्र The Gazette of India

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सं. 03] नई दिल्ली, जनवरी 11, 2015—जनवरी 17, 2015, शनिवार/पौष 21—पौष 27, 1936  
No. 03] NEW DELHI, JANUARY 11, 2015—JANUARY 17, 2015, SATURDAY/PAUSA 21—PAUSA 27, 1936

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खंड 3—उप-खंड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 26 दिसम्बर, 2014

MINISTRY OF PERSONNEL, PUBLIC  
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 26th December, 2014

का.आ. 104.—केन्द्र सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए रांची स्थित झारखंड उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा जांच किए जा रहे मामलों अथवा उनसे उत्पन्न अन्य मामलों में अभियोजन, अपीलों और पुनरीक्षणों का संचालन करने लिए श्री कैलाश प्रसाद देव, अधिवक्ता को दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) का विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/49/2014-ए.वी.डी.-II]

राजीव जैन, अवर सचिव

S.O. 104.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Kailash Prasad Deo, Advocate as Special Public Prosecutor of the Delhi Special Police Establishment (Central Bureau of Investigation) in the Jharkhand High Court at Ranchi for conducting the prosecution, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment (CBI).

[F.No. 225/49/2014.AVD.II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 8 जनवरी, 2015

**का.आ. 105.**—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थापित आरसी 11(ए)/2012/सीबीआई, एसीबी चेन्नई तथा इससे सम्बद्ध एवं उसी संव्यवहार के अन्य मामलों से उत्पन्न अपीलों/पुनरीक्षणों में चेन्नई स्थित माननीय उच्च न्यायालय, मद्रास में उपस्थित होने के लिए श्री परमजीत सिंह पटवालिया, भारत के अतिरिक्त सालिसिटर जनरल को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/28/2014-ए.वी.डी.-II]

राजीव जैन, अवर सचिव

New Delhi, the 8th January, 2015

**S.O. 105.**—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Paramjit Singh Patwalia, Additional Solicitor General of India as Special Public Prosecutor for appearing in CBI Case No. RC 11(A)/2012, CBI, ACB, Chennai before the Hon'ble High Court of Madras at Chennai on behalf of (CBI) Delhi Special Police Establishment and appeals/revisions or other matters connected therewith and incidental thereto.

[F.No. 225/28/2014.AVD.II]

RAJIV JAIN, Under Secy.

### वित्त मंत्रालय

#### ( वित्तीय सेवाएं विभाग )

नई दिल्ली, 31 दिसम्बर, 2014

**का.आ. 106.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक ऑफ इंडिया के कार्यपालक निदेशक श्री आर. कोटिश्वरन (जन्म तिथि : 10.06.1956) को उनके द्वारा पदभार ग्रहण करने की तारीख से अधिवर्षिता की आयु प्राप्त कर लेने तक अथवा अगले आदेशों तक, जो भी पहले हो, इण्डियन ओवरसीज बैंक के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी के रूप में नियुक्त करती है।

[फा. सं. 4/4/2013-बीओ-I(ii)]

विजय मल्होत्रा, अवर सचिव

### MINISTRY OF FINANCE

#### (Department of Financial Services)

New Delhi, the 31st December, 2014

**S.O. 106.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri R. Koteeswaran (DoB : 10.06.1956), Executive Director, Bank of India as Managing Director & Chief Executive Officer, Indian Overseas Bank from the date of assumption of charge of the post up to the age of superannuation or until further orders, whichever is earlier.

[F.No. 4/4/2013.BO-I(ii)]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 31 दिसम्बर, 2014

**का.आ. 107.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, पंजाब एंड सिंध बैंक के कार्यपालक निदेशक श्री किशोर कुमार सांसी (जन्म तिथि : 19.08.1957) को 01.01.2015 को अथवा उसके बाद उनके द्वारा पदभार ग्रहण करने की तारीख से अधिवर्षिता की आयु प्राप्त कर लेने तक अथवा अगले आदेशों तक, जो भी पहले हो, विजया बैंक के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी के रूप में नियुक्त करती है।

[फा. सं. 4/4/2013-बीओ-I(ii)]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 31st December, 2014

**S.O. 107.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Kishore Kumar Sansi (DoB : 19.08.1957), Executive Director, Punjab & Sind Bank as Managing Director & CEO, Vijaya Bank from the date of assumption of charge of the post on or after 01.01.2015 up to the age of superannuation or until further orders, whichever is earlier.

[F.No. 4/4/2013-BO-I(ii)]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 31 दिसम्बर, 2014

**का.आ. 108.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक ऑफ बड़ौदा के कार्यपालक निदेशक श्री पी. श्रीनिवास (जन्म तिथि : 10.06.1956) को उनके द्वारा पदभार ग्रहण करने की तारीख से अधिवर्षिता की आयु प्राप्त कर लेने तक अथवा अगले आदेशों तक, जो भी पहले हो, युनाइटेड बैंक ऑफ इंडिया के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी के रूप में नियुक्त करती है।

[फा. सं. 4/4/2013-बीओ-I(iii)]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 31st December, 2014

**S.O. 108.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri P. Srinivas (DoB : 10.06.1956), Executive Director, Bank of Baroda as Managing Director and Chief Executive Officer, United Bank of India from the date of assumption of charge of the post up to the age of superannuation or until further orders, whichever is earlier.

[F. No. 4/4/2013-BO-I(iii)]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 31 दिसम्बर, 2014

**का.आ. 109.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सेन्ट्रल बैंक ऑफ इंडिया के कार्यपालक निदेशक श्री अनिमेष चौहान (जन्म तिथि : 30.06.1957) को उनके द्वारा पदभार ग्रहण करने की तारीख से अधिवर्षिता की आयु प्राप्त कर लेने

तक अथवा अगले आदेशों तक, जो भी पहले हो, ओरियंटल बैंक ऑफ कामर्स के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी के रूप में नियुक्त करती है।

[फा. सं. 4/4/2013-बीओ-I(iv)]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 31st December, 2014

**S.O. 109.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Animesh Chauhan (DoB : 30.06.1957), Executive Director, Central Bank of India as Managing Director and Chief Executive Officer, Oriental Bank of Commerce from the date of assumption of charge of the post up to the age of superannuation or until further orders, whichever is earlier.

[F. No. 4/4/2013-BO-I(iv)]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 7 जनवरी, 2015

**का.आ. 110.**—निक्षेप बीमा और प्रत्यय गारंटी निगम अधिनियम, 1961 (1961 का 47) की धारा 6 की उप-धारा 2 के खंड (ii) के साथ पठित धारा 6 की उप-धारा (1) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिज़र्व बैंक के परामर्श से, एतद्वारा, श्री एच. एन. प्रसाद को उनकी अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, निक्षेप बीमा और प्रत्यय गारंटी निगम (डीआईसीजीसी) के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा. सं. 6/13/2012-बीओ-I/एफटीएस-71393]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 7th January, 2015

**S.O. 110.**—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 read with clause

(ii) of sub-section 2 of Section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), the Central Government, in consultation with Reserve Bank of India, hereby nominates Shri H. N. Prasad as Part Time Non-Official Director on the Board of Directors of Deposit Insurance and Credit Guarantee Corporation (DICGC), for a period of three years from the date of his notification, or until further orders, whichever is earlier.

[F.No. 6/13/2012-BO-I/FTS-71393]

VIJAY MALHOTRA, Under Secy.

### विदेश मंत्रालय

( सीपीवी विभाग )

नई दिल्ली, 30 दिसम्बर, 2014

**का.आ. 111.**—राजनयिक और कौंसुलर ऑफिसर (शपथ और फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में केन्द्र सरकार एतद्वारा श्री बी. के. सिंह, सहायक, तथा श्री ए. एम. प्रसाद, सहायक, को 30 दिसम्बर 2014 से भारत के उच्चायोग, माले में कौंसुलर सेवाओं के लिए सहायक कौंसुलर अधिकारी प्राधिकृत करती है।

[सं. टी.-4330/1/2014]

प्रकाश चन्द, उप सचिव (कौंसुलर)

### MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 30th December, 2014

**S.O. 111.**—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri B.K.Singh, Assistant and Shri A. M. Prasad, Assistant, in High Commission of India, Male

(Maldives) to perform the Consular services as Assistant Consular Officer with effect from 30<sup>th</sup> December, 2014.

[No. T. 4330/01/2014]

PRAKASH CHAND, Dy. Secy. (Consular)

### नागर विमानन मंत्रालय

( एएआई अनुभाग )

नई दिल्ली, 8 जनवरी, 2015

**का.आ. 112.**—केन्द्र सरकार भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का 55) में प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा श्री आर. के. श्रीवास्तव, आईएएस (जेएच : 84) को तत्काल आमेसन आधार पर दिनांक 2 जनवरी, 2015 की अपराह्न से ₹ 80,000—125,000 के वेतनमान में पांच वर्ष की अवधि अथवा उनकी अधिवर्षिता, अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय विमानपत्तन प्राधिकरण के अध्यक्ष के रूप में नियुक्त करती है।

[सं. एवी.-24011/1/2014-एएआई]

के. वी. उन्नीकृष्णन, अवर सचिव

### MINISTRY OF CIVIL AVIATION

(AAI Section)

New Delhi, the 8th January, 2015

**S.O. 112.**—In exercise of the powers conferred by Section 3 of the Airports Authority of India Act, 1994 (No. 55 of 1994), the Central Government hereby appoint Shri R. K. Srivastava, IAS (JH : 84) as Chairman, Airports Authority of India on immediate absorption basis, with effect from afternoon of 2nd January, 2015 in the pay scale of Rs. 80,000—1,25,000 for a period of five years or till the date of his superannuation, or until further orders, whichever is the earliest.

[No. AV. 24011/1/2014-AAI]

K. V. UNNIKRISHNAN, Under Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 15 दिसम्बर, 2014

**का.आ. 113.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं।

## अनुसूची

क्र. सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	स्थापित तिथि	भारतीय मानक (कों) जो कि रद्द होने हैं, अगर है, की संख्या वर्ष और शीर्षक	रद्द होने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	आई एस/आई एस ओ 834-1 : 1999 अग्नि-प्रतिरोधिता परीक्षण-भवन निर्माण के घटक भाग 1 सामान्य अपेक्षाएं	15 दिसंबर, 2014	आई एस 3809 : 1979	15 दिसंबर, 2014
2.	आई एस/आई एस ओ 834-4 : 2000 अग्नि-प्रतिरोधिता परीक्षण-भवन निर्माण के घटक भाग 4 भार वहनीय उर्ध्वाधर पृथक्कारी घटकों की विषिष्टि अपेक्षाएं	15 दिसंबर, 2014	आई एस 3809 : 1979 (पहला पुनरीक्षण)	15 दिसंबर, 2014
3.	आई एस/आई एस ओ 834-5 : 2000 अग्नि-प्रतिरोधिता परीक्षण-भवन निर्माण के घटक भाग 5 भार वहनीय क्षैतिज पृथक्कारी घटकों की विषिष्टि अपेक्षाएं	15 दिसंबर, 2014	आई एस 3809 : 1979 (पहला पुनरीक्षण)	15 दिसंबर, 2014
4.	आई एस 1757 (भाग 1) : 2014/आई एस ओ 148-1 : 2009 धात्विक सामग्री-चार्पी पेन्डुलम सघट्ट भाग 1 परीक्षण पद्धति (तीसरा पुनरीक्षण)	15 दिसंबर, 2014	आई एस 1757 : 1988 (दूसरा पुनरीक्षण)	15 दिसंबर, 2014
5.	आई एस 4651 (भाग 4) : 2014 बंदरगाह और पतन की योजना और रूप-रीति संहिता भाग 4 सामान्य रूप रेखा के लिए विचार (तीसरा पुनरीक्षण)	15 दिसंबर, 2014	आई एस 4651 (भाग 4) : 1989 (दूसरा पुनरीक्षण)	15 दिसंबर, 2014
6.	आई एस 4721 : 2014 सतही/जमीन के नीचे के हाइड्रोइलैक्ट्रिक पावर स्टेपनों की जल निकासी और निर्जलीकरण हेतु रीति संहिता (दूसरा पुनरीक्षण)	15 दिसंबर, 2014	आई एस 4721 : 2000 (पहला पुनरीक्षण)	15 दिसंबर, 2014
7.	आई एस 5334 : 2014 वेल्ड के चुम्बकीय कण द्वारा दोष निकालने हेतु-रीति संहिता (तीसरा पुनरीक्षण)	15 दिसंबर, 2014	आई एस 5334 : 2003 (दूसरा पुनरीक्षण)	15 दिसंबर, 2014
8.	आई एस 5522 : 2014 बर्तनों के लिए स्टेनलेस इस्पात चदरे और पतियां-विषिष्टि (तीसरा पुनरीक्षण)	15 दिसंबर, 2014	आई एस 5522 रू 1992 (दूसरा पुनरीक्षण)	15 दिसंबर, 2014
9.	आई एस 6934 : 2014 उच्च ऑगी अधिप्रवाह और ऑरिफिस उत्प्लावों की हाइड्रोलिक डिजाइन के लिए सिफारिशें (दूसरा पुनरीक्षण)	15 दिसंबर, 2014	आई एस 6934 रू 1998 (पहला पुनरीक्षण)	15 दिसंबर, 2014

(1)	(2)	(3)	(4)	(5)
10.	आई एस 10052 (भाग 1/अनुभाग 1 ) : 2014 सीआईएसपीआर 16.1.2010 रेडियो व्यवधान एवं प्रतिरक्षा मापन उपकरण एवं पद्धतियां—विषिष्टि भाग 1 रेडियो व्यवधान एवं प्रतिरक्षा मापन उपकरण अनुभाग 2 मापन उपकरण (दूसरा पुनरीक्षण)	15 दिसंबर, 2014	आई एस 10052 (भाग 1/खंड 1) : 1999 (पहला पुनरीक्षण)	15 दिसंबर, 2014
11.	आई एस 10635 : 2014 बांधों में फ्रीबोर्ड अपेक्षाएँ— मार्गदर्शी सिद्धांत (दूसरा पुनरीक्षण)	15 दिसंबर, 2014	आई एस 10635 : 1993 (पहला पुनरीक्षण)	15 दिसंबर, 2014
12.	आई एस 12588 : 2014 स्वचल वाहन—तेल और वायु की सहायता वाले दाब गेज—विषिष्टि (पहला पुनरीक्षण)	15 दिसंबर, 2014	आई एस 12588 : 1988	15 दिसंबर, 2014
13.	आई एस 12884 : 2014 स्वचल वाहन—ब्रेक प्रणाली, व्हील सिलेंडरों के लिए रबड़ के बूट—कार्यकारिता अपेक्षाएं (पहला पुनरीक्षण)	15 दिसंबर, 2014	आई एस 12884 : 1990	15 दिसंबर, 2014
14.	आई एस/आई एस ओ/टी एस 13278 : 2011 नैनो प्रद्योगिकी—प्रेरणिक युग्मित प्लाज्मा मास स्पेक्ट्रोमीट्री के प्रयोग से कार्बन नैनोट्यूबों के नमूनों में तात्विक अशुद्धि ज्ञात करना	15 दिसंबर, 2014	NA	NA
15.	आई एस 16275 : 2014/आई एस ओ/ टी आर 24578 : 2012 हाइड्रोमीटरी—ध्वनिक डाप्लर प्रोफाइलर—खुले चैनल में प्रवाह माप की विधि और अनुप्रयोग	15 दिसंबर, 2014	NA	NA
16.	आई एस 16278 (भाग 1) : 2014/ आई एस ओ 15011-1 : 2009 वेल्डिंग एवं सम्बद्ध प्रक्रियाओं में स्वास्थ्य तथा सुरक्षा—फयूम एवं गैसों की सैम्पलिंग के लिए प्रयोगशाला पद्धति भाग 1 अर्क वेल्डिंग तथा विस्फ्लेषण के लिए फयूम के एककीकरण के दौरान फयूम उत्सर्जन दर ज्ञात करना	15 दिसंबर, 2014	NA	NA
17.	आई एस 16282 : 2014/आई ई सी 61930 : 1998 फाइबर ऑप्टिक चित्रमय प्रतीकविधया	15 दिसंबर, 2014	NA	NA
18.	आई एस 16283 : 2014/आई ई सी 61931 : 1998 फाइबर ऑप्टिक—शब्दावली	15 दिसंबर, 2014	NA	NA
19.	आई एस 16285 : 2014/आई ई सी 61745 : 1998 प्रकाशिक तंतु ज्यामिति परीक्षण सेट के अंशाकन के लिये एंड—फेस छवि विस्फ्लेषण प्रक्रिया	15 दिसंबर, 2014	NA	NA
20.	आई एस/आई ई सी 61400-24 : 2010 वायु टरबाइन भाग 24 तड़ित से सुरक्षा	15 दिसंबर, 2014	NA	NA

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली 110 002 क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकता, चंडीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर,

गुवाहाटी, हैदराबाद, जयपुर, नागपुर, पटना, पूणे तथा कोचि में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ पीयूबी/जीएन 1 : 3]

कला एम. वारियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 15th December, 2014

**S.O. 113.**—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

### SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	Date of Establishment	No. & Year of the Indian Standard to be cancelled, if any	Date of cancellation
(1)	(2)	(3)	(4)	(5)
1	IS /ISO 834.1 : 1999 Fire-Resistance Tests-Elements of Building Construction Part 1 General Requirements	15 December, 2014	IS 3809 : 1979	15 December, 2014
2	IS/ISO 834.4 : 2000 Fire-Resistance Tests-Elements of Building Construction Part 4 Specific Requirements for Load Bearing Vertical Separating Elements	15 December, 2014	IS 3809 : 1979 (First Revision)	15 December, 2014
3	IS/ISO 834.5 : 2000 Fire-Resistance Tests-Elements of Building Construction Part 5 Specific Requirements for Load Bearing Horizontal Separating Elements	15 December, 2014	IS 3809 : 1979 (First Revision)	15 December, 2014
4	IS 1757 (Part 1) : 2014/ISO 148.1 : 2009 Metallic Materials . Charpy Pendulum Impact Test Part 1 Test Method (Third Revision)	15 December, 2014	IS 1757 : 1988 (Second Revision)	15 December, 2014
5	IS 4651 (Part 4) : 2014 Planning and Design of Ports and Harbours-Code of Practice Part 4 General Design Considerations (Third Revision)	15 December, 2014	IS 4651 (Part 4) : 1989 (Second Revision)	15 December, 2014
6	IS 4721 : 2014 Code of Practice for Drainage and Dewatering of Surface/ Underground Hydroelectric Power Stations (Second Revision)	15 December, 2014	IS 4721 : 2000 (First Revision)	15 December, 2014
7	IS 5334 : 2014 Magnetic Particle Flaw Detection of Welds-Code of Practice (Third Revision)	15 December, 2014	IS 5334 : 2003 (Second Revision)	15 December, 2014

(1)	(2)	(3)	(4)	(5)
8	IS 5522 : 2014 Stainless Steel Sheets and Strips for Utensils-Specification (Third Revision)	15 December, 2014	IS 5522 : 1992 (Second Revision)	15 December, 2014
9	IS 6934 : 2014 Hydraulic Design of High Ogee Overflow and Orifice Spillways-Recommendations (Second Revision)	15 December, 2014	IS 6934 : 1998 (First Revision)	15 December, 2014
10	IS 10052 (Part1/Sec 1) : 2014/CISPR 16.1.1 : 2010 Radio Disturbance and Immunity Measuring Apparatus and Methods.Specification Part 1 Radio Disturbance and Immunity Measuring Apparatus Section 1 Measuring Apparatus (Second Revision)	15 December, 2014	IS 10052 (Part 1/Sec 1) : 1999 (First Revision)	15 December, 2014
11	IS 10635 : 2014 Freeboard Requirement in Dams - Guidelines (Second Revision)	15 December, 2014	IS 10635 : 1993 (First Revision)	15 December, 2014
12	IS 12588 : 2014 Automotive Vehicles-Oil and Air Assisted Pressure Gauges-Specification (First Revision)	15 December, 2014	IS 12588 : 1988	15 December, 2014
13	IS 12884 : 2014 Automotive Vehicles-Braking Systems, Rubber Boots for Brake Wheel Cylinders-Performance Requirements (First Revision)	15 December, 2014	IS 12884 : 1990	15 December, 2014
14	IS/ISO/TS 13278 : 2011 Nanotechnologies-Determination of Elemental Impurities in Samples of Carbon Nanotubes Using Inductively Coupled Plasma Mass Spectrometry	15 December, 2014	NA	NA
15	IS 16275 : 2014/ISO/TR 24578 : 2012 Hydrometry.Acoustic Doppler Profiler-Method and Application for Measurement of Flow in Open Channels	15 December, 2014	NA	NA
16	IS 16278 (Part.1) : 2014/ISO 15011.1 : 2009 Health and Safety in Welding and Allied Processes. Laboratory Method for Sampling Fumes and Gases Part 1 Determination of Fume Emission Rate During Arc Welding and Collection of Fumes for Analysis	15 December, 2014	NA	NA
17	IS 16282 : 2014/IEC 61930 : 1998 Fibre Optic Graphical Symbology	15 December, 2014	NA	NA
18	IS16283 : 2014/IEC 61931 : 1998 Fibre Optic.Terminology	15 December, 2014	NA	NA
19	IS 16285 : 2014/IEC 61745 : 1998 End. Face Image Analysis Procedure for the Calibration of Optical Fibre Geometry Test Sets	15 December, 2014	NA	NA
20	IS/IEC 61400-24 : 2010 Wind Turbines Part 24 Lightning Protection	15 December, 2014	NA	NA

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi –110002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Nagpur, Patna, Pune, Kochi.

Date : 15.12.2014

[Ref: PUB/GN.1:3]

KALA M. VARIAR, Director (Foreign Languages & Publication)

नई दिल्ली, 30 दिसंबर, 2014

**का.आ. 114.**—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं।

### अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	कॉलम (3) के संशोधन की प्रतिस्थापन तिथि	कॉलम (3) में दर्शाये गए अनुसार वह जिस तिथि तक मानक बिना संशोधन के था लागू रहेगी
1.	आई एस 1759 : 1986 (दूसरा पुनरीक्षण)	संशोधन संख्या 2 अक्टूबर 2014	30 दिसंबर, 2014	30 जून, 2015
2.	आई एस 3196 (भाग 2) (पांचवा पुनरीक्षण)	संशोधन संख्या 2 नवंबर 2014	30 दिसंबर, 2014	30 जून, 2015
3.	आई एस 12615 : 2011 (दूसरा पुनरीक्षण)	संशोधन संख्या 1 नवंबर 2014	30 दिसंबर, 2014	30 जून, 2015
4.	आई एस 14106 : 1996	संशोधन संख्या 6 नवंबर 2014	30 दिसंबर, 2014	30 जून, 2015
5.	आई एस 16098 (भाग 2) : 2013	संशोधन संख्या 1 नवंबर 2014	30 दिसंबर, 2014	30 मार्च, 2015

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली 110002 क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, नागपुर, पटना, पूणे तथा कोचि में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ पीयूबी/जीएन 2 : 2]

कला एम. वारियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

New Delhi, the 30th December, 2014

**S.O. 114.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

### SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date of Establishment of the Amendment at column (3)	Date till which the Standard without amendment as mentioned at Column (3) shall remain in force
(1)	(2)	(3)	(4)	(5)
1	IS 1759 : 1986 Specification for Powrahs (Second Revision)	Amendment No. 2 October 2014	30 December, 2014	30 June, 2015

(1)	(2)	(3)	(4)	(5)
2	IS 3196 (Part 2) : 2006 Welded Low Carbon Steel Cylinders Exceeding 5 Litre Water Capacity for Low Pressure Liquefiable Gases Part 2 Cylinders for Liquefiable Non-Toxic Gases Other than LPG.Specification (Fifth Revision)	Amendment No. 1 November 2014	30 December, 2014	30 June, 2015
3	IS 12615 : 2011 Energy Efficient Induction Motors-Three Phase Squirrel Cage (Second Revision)	Amendment No. 1 November 2014	30 December, 2014	30 June, 2015
4	IS 14106 : 1996 Direct Action Handpumps-Specification	Amendment No. 6 November 2014	30 December, 2014	30 June, 2015
5	IS 16098 (Part 2) : 2013 Structured. Wall Plastics Piping Systems for Non. Pressure Drainage and Sewerage. Specification Part 2 Pipes and Fittings with Non-Smooth External Surface, Type B	Amendment No. 1 November 2014	30 December, 2014	30 March, 2015

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi. 110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Nagpur, Patna, Pune, Kochi. On line purchase of Indian standard can be made at : <http://www.standardsbis.in>.

[Ref : PUB/GN 2:2]

KALA M. VARIAR, Director (Foreign Languages & Publication)

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 6 जनवरी, 2015

**का.आ. 115.**—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन सेंट्रल रेलसाइड वेअरहाऊस कंपनी लिमिटेड के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है :-

सेंट्रल रेलसाइड वेअरहाऊस कंपनी लिमिटेड,

(भारत सरकार का उद्यम—मिनी रत्न)

भूतल, प्रगति मैदान मेट्रो स्टेशन बिल्डिंग,

नई दिल्ली-110001

[सं. ई-11011 / 1 / 2008—हिन्दी]

प्रशांत त्रिवेदी, संयुक्त सचिव

(Department of Food and Public Distribution)

New Delhi, the 6th January, 2015

**S.O. 115.**—In pursuance of Sub.rule (4) of rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976 the Central government hereby notifies the following office of Central Railside Warehouse Company Limited

under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi.

Central Railside Warehouse Company Limited,  
(A Government of India Enterprise. Mini Ratna),  
Ground Floor, Pragati Maidan Metro Station Building,  
New Delhi. 110001.

[No. E.11011/1/2008-Hindi]

PRASHANTTRIVEDI, Jt. Secy.

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 116.**—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं।

### अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (को) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	कॉलम (3) के संशोधन की प्रतिस्थापन तिथि	कॉलम (3) में दर्शाये गए अनुसार वह जिस तिथि तक मानक बिना संशोधन के था लागू रहेगी
1	2	3	4	5
1.	आई एस 294 : 1979 (दूसरा पुनरीक्षण)	संशोधन संख्या 2 फरवरी 2014	12 जनवरी, 2015	12 जनवरी, 2015
2.	आई एस 853 : 1964 (Revised)	संशोधन संख्या 1 दिसंबर 2013	12 जनवरी, 2015	12 जनवरी, 2015
3.	आई एस 1114 : 1964 (Revised)	संशोधन संख्या 2 फरवरी 2014	12 जनवरी, 2015	12 जनवरी, 2015
4.	आई एस 2760 : 1980 (पहला पुनरीक्षण)	संशोधन संख्या 3 नवंबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
5.	आई एस 3029 : 1964	संशोधन संख्या 2 दिसंबर 2013	12 जनवरी, 2015	12 जनवरी, 2015
6.	आई एस 3177 : 1999 (दूसरा पुनरीक्षण)	संशोधन संख्या 3 नवंबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
7.	आई एस 4326 : 2013 (तीसरा पुनरीक्षण)	संशोधन संख्या 1 नवंबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
8.	आई एस 4401 : 2006 (चौथा पुनरीक्षण)	संशोधन संख्या 1 नवंबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
9.	आई एस 5182 (भाग 2) : 2001 (पहला पुनरीक्षण)	संशोधन संख्या 1 नवंबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
10.	आई एस 7202 : 1974	संशोधन संख्या 1 नवंबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
11.	आई एस 12171 : 2013 (दूसरा पुनरीक्षण)	संशोधन संख्या 1 अक्टूबर 2014	12 जनवरी, 2015	12 जनवरी, 2015

1	2	3	4	5
12.	आई एस 12866 : 1989	संशोधन संख्या 2 सितम्बर 2014	12 जनवरी, 2015	12 जनवरी, 2015
13.	आई एस 14287 : 1995	संशोधन संख्या 2 नवंबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
14.	आई एस 14766 : 2000	संशोधन संख्या 1 अप्रैल 2014	12 जनवरी, 2015	12 जनवरी, 2015
15.	आई एस 15524 : 2004	संशोधन संख्या 1 नवंबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
16.	आई एस 15851 : 2009	संशोधन संख्या 2 अक्टूबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
17.	आई एस 15852 : 2009	संशोधन संख्या 2 अक्टूबर 2014	12 जनवरी, 2015	12 जनवरी, 2015
18.	आई एस 15853 : 2009	संशोधन संख्या 2 अक्टूबर 2014	12 जनवरी, 2015	12 जनवरी, 2015

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली 110002 क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, पटना, पूणे तथा कोचि में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

दिनांक : 12 जनवरी, 2015

[संदर्भ पीयूबी/जीएन 1 : 4]

कला एम. वारियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

New Delhi, the 12th January, 2015

**S.O. 116.**—In pursuance of clause (b) of sub.rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

#### SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date of Establishment of the Amendment at column (3)	Date till which the Standard without amendment as mentioned at Column (3) shall remain in force
(1)	(2)	(3)	(4)	(5)
1	IS 294 : 1979 Specification for Superphosphate (Second Revision)	Amendment No. 2 February 2014	12 January, 2015	12 January, 2015
2	IS 853 : 1964 Specification for Bone Meal, Raw (Revised)	Amendment No. 1 December 2013	12 January, 2015	12 January, 2015
3	IS 1114 : 1964 Specification for Ammonium Chloride, Fertilizer Grade (Revised)	Amendment No. 2 February 2014	12 January, 2015	12 January, 2015

(1)	(2)	(3)	(4)	(5)
4	IS 2760 : 1980 Specification for Steel Chain Slings (First Revision)	Amendment No. 3 November 2014	12 January, 2015	12 January, 2015
5	IS 3029 : 1964 Specification for Castorseed Cake for Fertilizer Purposes	Amendment No. 2 December 2013	12 January, 2015	12 January, 2015
6	IS 3177 : 1999 Code of Practice for Electric Overhead Travelling Cranes and Gantry Cranes Other Than Steel Work Cranes (Second Revision)	Amendment No. 3 November 2014	12 January, 2015	12 January, 2015
7	IS 4326 : 2013 Earthquake Resistant Design and Construction of Buildings. Code of Practice (Third Revision)	Amendment No. 1 November 2014	12 January, 2015	12 January, 2015
8	IS 4401 : 2006 Textiles. Twisted Nylon Fish. Net Twines . Specification (Fourth Revision)	Amendment No. 1 November 2014	12 January, 2015	12 January, 2015
9	IS 5182 (Part 2) : 2001 Methods for Measurement of Air Pollution Part 2 Sulphur Dioxide (First Revision)	Amendment No. 1 November 2014	12 January, 2015	12 January, 2015
10	IS 7202 : 1974 Specification for Inspection Gauges for Checking Threads of Gas Cylinder Valves for Use with Breathing Apparatus	Amendment No. 1 November 2014	12 January, 2015	12 January, 2015
11	IS 12171 : 2013 Cotton Bales. Specification (Second Revision)	Amendment No. 1 October 2014	12 January, 2015	12 January, 2015
12	IS 12866 : 1989 Plastic Translucent Sheets Made From Thermo. Setting Polyester Resin (Glassfibre Reinforced). Specification	Amendment No. 2 September 2014	12 January, 2015	12 January, 2015
13	IS 14287 : 1995 Textiles . Polypropylene Multifilament Netting Twines. Specification	Amendment No. 2 November 2014	12 January, 2015	12 January, 2015
14	IS 14766 : 2000 Aggregate Size Distribution and Water Stability of Soil Aggregates. Method of Determination	Amendment No. 1 April 2014	12 January, 2015	12 January, 2015
15	IS 15524 : 2004 Automotive Vehicles. Retreading of Tyres by the Pre.Cured Process. Specification	Amendment No. 1 November 2014	12 January, 2015	12 January, 2015
16	IS 15851 : 2009 Textiles. Polyester Cotton Blended Woven Saris for Uniforms	Amendment No. 2 October 2014	12 January, 2015	12 January, 2015
17	IS 15852 : 2009 Textiles. Polyester Blended Woven Shirting for Uniforms	Amendment No. 2 October 2014	12 January, 2015	12 January, 2015
18	IS 15853 : 2009 Textiles . Polyester Blended Woven Suiting for Uniforms	Amendments No. 2 October 2014	12 January, 2015	12 January, 2015

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi. 110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch

Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Nagpur, Patna, Pune, Kochi. On line purchase of Indian standard can be made at : <http://www.standardsbis.in>.

Date : 12 January, 2015

[Ref. : PUB/GN.1:4]

KALA M. VARIAR, Director (Foreign Languages & Publication)

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 117.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :--

### अनुसूची

क्र. सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा संख्या	भाग	अनु. वर्ष
1	2	3	4	5	6	7	8
1.	2894784	01.07.2014	मैक टैक मशीनरी प्लाट नं. 371, रोड नं. 8, जी आई डी सी, काठवाड़ा, अहमदाबाद-382430	सबमर्सिबल पम्पसैट	8034	-	- 2002
2.	2897891	01.07.2014	श्री निलोसकर पम्पस 263 तथा 264, शुभ इंडस्ट्रियल एस्टेट, सी एल विद्यालय के पास, काठवाड़ा सिंगरवा रोड, अहमदाबाद-382430	ओपनवैल सबमर्सिबल पम्पसैट	14200	-	- 1994
3.	2893984	02.07.2014	जेनसन केबलस इंडिया प्रा. लिमिटेड सर्वे नं 16, प्लाट नं. 16ए एंड बी अहमदाबाद मेहसाना हाइवे, गाँव चोंछारडा, ता कडी डिस्ट्रिक्ट मेहसाना	वैलडिंग केबल	9857	-	- 1990
4.	2894178	02.07.2014	पवन पम्प 275/ए, फ़ैस-1, जी आई डी सी, नरोडा, अहमदाबाद-382430	सबमर्सिबल पम्पसैट	8034	-	- 2002
5.	2894885	03.07.2014	कैप्टन इंडस्ट्रीज गठामन पाटिया के पास अहमदाबाद हाइवे, पालनपुर, बनसकांठा-385001	मोटर्स फार सबमर्सिबल पम्पसैट	9283	-	- 2013
6.	2894986	03.07.2014	सागर एंटरप्राइस 25, पंचरत्ना एस्टेट, फोर्ज तथा बलोयर के पीछे, नरोडा रोड, अहमदाबाद-380025	सबमर्सिबल पम्पसैट	8034	-	- 2002
7.	2894077	04.07.2014	एसार स्टील इंडिया लिमिटेड 27 के एम, सूरत हजिरा रोड, सूरत-394270	स्पायरल वैलडिड पाईपस	5504	-	- 1997
8.	2896081	07.07.2014	एस एच के पालिमर्स इंडस्ट्रीज प्लाट नं 111/ए, मयूर डायकैम लिमिटेड के सामने फेस-II, जी आई डी सी एस्टेट, अहमदाबाद-382445	हाई डेंसिटी पालीथलीन पाईपस फार पोटेबल वाटर सपलाईस	4984	-	- 1995

1	2	3	4	5	6	7	8	9
9.	2896384	07.07.2014	वसानी पालीमर्स प्रा. लिमिटेड सर्वे नं. 488/पी तथा 519/पी जी आई डी सी एस्टेट, साबरकांठा, तालोड-383215	अनप्लास्टिसाजड पी वी सी स्क्रीन तथा कैसिंग पाईप फार बोर/टयूबवैल	12818	-	-	2010
10.	2896889	08.07.2014	मैक टैक मशीनरी प्लाट नं. 371, रोड नं. 8, जी आई डी सी, काठवाडा, अहमदाबाद-382430	ओपनवैल सबमर्सिबल पम्पसैट	14220	-	-	1994
11.	2896182	08.07.2014	हितेश इंडस्ट्रीज 27, 28-ए, रवि इंडस्ट्रियल एस्टेट, अजित मिलस के पीछे, मनियार ट्रेलर के सामने रखियाल, अहमदाबाद-380023	ओपनवैल सबमर्सिबल पम्पसैट	14220	-	-	1994
12.	2896990	11.07.2014	पदमनी ज्वैलर्स कानया शाला रोड, देवगथ बारिया, दोहाद-389380	स्वर्ण तथा स्वर्ण धातुओं आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
13.	2897083	11.07.2014	न्यू शहरावाला ज्वैलर्स सर्कल बाजार देवगड् बारिया, डिस्ट्रिक्ट, दोहाद-389380	स्वर्ण तथा स्वर्ण धातुओं आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
14.	2902555	14.07.2014	जय भारत मैटकास्ट प्रा. लिमिटेड 201, दीप अपार्टमेंट, दूसरी मंजिल वापी सिलवासा रोड, चार रस्ता, वलसाद-396195	कार्बन स्टीन कास्ट बिलेट इनगोटस, बिलेट, ब्लूमस तथा स्लेबस फार रि-रोलिंग इंटू स्टील फार जनरल स्टकचरल परपस	2830	-	-	2012
15.	2898893	17.07.2014	शोभालाल ज्वैलर्स कृष्णा शेरी, कारोलिया पोल, एम जी रोड, वडोदरा-380001	स्वर्ण तथा स्वर्ण धातुओं आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
16.	2899491	17.07.2014	मित्तल सैक्शन लिमिटेड (यूनिट-II) 14, 23-चांगोदर इंडस्ट्रियल एस्टेट, चांगोदर, ता सानंद-382213	स्टील फार जनरल स्टकचरल परपस	2062	-	-	2011
17.	2900551	21.07.2014	ब्राइट सोलर प्रा. लिमिटेड प्लाट नं. 474, 475, रोड नं. 12 काठवाडा, जी आई डी सी, ओढव, अहमदाबाद-382430	सबमर्सिबल पम्पसैट	8034	-	-	2002
18.	2901553	24.07.2014	इलैक्ट्रोथर्म सोलर लिमिटेड प्लाट नं. 414/1, जी आई डी सी फेस-II, वटवा, अहमदाबाद-382445	सोलर फलैट प्लेट कलैक्टर	12933	1	-	2003

[सं. सी एम डी 13:11]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 12th January, 2015

**S.O. 117.**—In pursuance of sub.regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1.	2894784	01.07.2014	Mech Tech Machinery Plot No. 371, Road No. 8, GIDC, Kathwada, Ahmedabad.382430	Submersible pumpsets	8034	—	—	2002
2.	2897891	01.07.2014	Shree Niloskar Pumps 263 & 264, Shubh Indl Estate Near C. L. Vidhyalay Kathwada.Singerya Road, Kathwada, Ahmedabad.382430	Openwell submersible pumpsets	14220	—	—	1994
3.	2893984	02.07.2014	Jainson Cables India Pvt. Ltd., Survey No. 16, Plot No. 16A & B Ahmedabad Mehsana Highway Village Chandarda, Ta Kadi, Distt. Mehsana	Welding cables	9857	—	—	1990
4.	2894178	02.07.2014	Pavan Pump 275/A, Phase.1, GIDC Naroda, Ahmedabad.382430	Submersible pumpsets	8034	—	—	2002
5.	2894885	03.07.2014	Captain Industries Near Gathamam Patiya Ahmedabad Highway Palanpur, Banas Kantha.385001	Motors for submersible pumpsets	9283	—	—	2013
6.	2894986	03.07.2014	Sagar Enterprises 25, Pancharatna Estate B/H, Forge & Blower Naroda Raod, Ahmedabad.380025	Submersible pumpsets	8034	—	—	2002
7.	2894077	04.07.2014	Essar Steel India Ltd., 27KM, Surat.Hazira Road, Surat.394270	Spiral welded pipes	5504	—	—	1997
8.	2896081	07.07.2014	SHK Polymers Industries Plot No. 111/A, Opp. Mayur Dyechem Ltd., Phase.II, GIDC Estate, Vata, Ahmedabad.382445	High density polyethylene pipes for potable water supplies	4984	—	—	1995
9.	2896384	07.07.2014	Vasani Polymers Pvt. Ltd., Survey No. 488/P & 519/P GIDC Estate, Sabarkantha, Talod.383215	Unplasticized pvc screen and casing pipes for bore/ tubewell	12818	—	—	2010
10.	2896889	08.07.2014	Mech Tech Machinery Plot No. 371, Road No. 8, GIDC, Kathwada, Ahmedabad.382430	Openwell submersible pumpsets	14220	—	—	1994

1	2	3	4	5	6	7	8	9
11.	2896182	08.07.2014	Hitesh Industries 27. 28.A, Ravi Industrial Estate Behind Ajit Mills Opp. Maniyar Traylor Rakhial, Ahmedabad-380023	Openwell submersible pumpsets	14220	—	—	1994
12.	2896990	11.07.2014	Padmini Jewellers Kanya Shala Road, Devghat Baria, Dohad-389380	Gold and gold alloys, Jewellery/artefacts- fineness and marking	1417	—	—	1999
13.	2897083	11.07.2014	New Shaherawala Jewellers Circle Bazar Devghat Baria Dist. Dahod-389380	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999
14.	2902555	14.07.2014	Jay Bharat Metcast Pvt. Ltd., 201, Deep Apartment, 2nd Floor Vapi. Silvassa Road, Char Rasta Vapi Valsad-396195	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	—	—	2012
15.	2898893	17.07.2014	Shobhalal Jewellers Krishna Sheri, Karoliya Pole, M. G. Road, Vadodara-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999
16.	2899491	17.07.2014	Mittal Section Limited (Unit.II) 14, 23.Changodar Ind. Estate, Changodar, Taluka Sanand-382213	Steel for general Structural purposes	2062	—	—	2011
17.	2900551	21.07.2014	Bright Solar Pvt. Ltd. Plot No. 474, 475, Road No. 12 Kathwada GIDC Kathwada Odhav, Ahmedabad-382430	Submersible pumpsets	8034	—	—	2002
18.	2901553	24.07.2014	Electrotherm Solar Ltd., Plot No. 414/1, GIDC Phase.II Vatva, Ahmedabad-382445	Solar flat plate collector	12933	1	—	2003

[No. CMD/ 13:11]

Dr. S. L. PALKAR, Scientist- 'F' &amp; Head

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 118.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (5) के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

**अनुसूची**

क्रं. सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1.	3638569	सोनी दाक्सेश कुमार जयेंद्रभाई 211 के. टी. प्लाजा, रतनपोल, फुव्वारा गांधी रोड के सामने अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	18.07.2014
2.	3856680	रोमा इलैक्ट्रिकल्स 60, रघुवीर एस्टेट, रूद्राक्ष काम्पलैक्स, शंकर शॉपिंग सेंटर के सामने, जी आई डी सी ओढव, अहमदाबाद-382415	पी वी सी इंस्लेटिड केबल आई एस 694 : 1990	18.07.2014

[सं. सी एम डी 13:13]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 12th January, 2015

**S.O. 118.**—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

**SCHEDULE**

Sl. No.	Licences No. CM/L	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1.	3638569	Soni Daxesh Kumar Jayendrabhai 211, K. T. Plaza, Ratanpole, Opp Fuwara Gandhi Road, Distt. Ahmadabad-380001	Gold and gold alloys, jewellery/ artefacts-fineness and marking IS 1417 : 1999	18.07.2014
2.	3856680	Roma Electrials 60, Raghuvir Estate, NR. Rudraksh Complex, Opp Shankar Shopping Center, G.I.D.C. Odhav, Ahmadabad-382415	PVC Insulated Cables IS 694 : 1990	22.07.2014

[No. CMD/13 : 13]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 119.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

**अनुसूची**

क्र. सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु.	वर्ष
1	2	3	4	5	6	7	8	9
1.	2903961	04.08.2014	पोलीकैब वायर्स प्रा. लिमिटेड यूनिट-VI, प्लॉट नं. 79/1-3, 80/1-2 बासका उजेटी रोड, बासका पंचमहल-389352	कांडयूटस फार इलैक्ट्रिकल इनस्टालेशन	9537	3	-	1983
2.	2904054	04.08.2014	पोलीकैब वायर्स प्रा. लिमिटेड यूनिट-VI, प्लॉट नं. 79/1-3, 80/1-2 बासका उजेटी रोड, बासका पंचमहल-389352	फिटिंग फार रिजिड नान मैटैलिक कांडयूटस	3419	-	-	1998
3.	2903456	07.08.2014	दीपकभाई अर्मतभाई सोनी (गडवाला) 3, अंकुर चैम्बर्स, डाक्टर गिरधर पटेल मार्ग, पालनपुर बनसकांटा-385001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
4.	2904458	08.08.2014	प्रगना पम्प इंडस्ट्रीज प्लॉट नं. 4, गेट नं. 1, भाईजीबा इंडस्ट्रियल एस्टेट, अनिल स्टार्च रोड, नरोड रोड, अहमदाबाद-380025	ओपनवैल सबमर्सिबल पम्पसैट	14220	-	-	1994
5.	2904559	11.08.2014	प्रगना पम्प इंडस्ट्रीज प्लॉट नं. 4, गेट नं. 1, भाईजीबा इंडस्ट्रियल एस्टेट, अनिल स्टार्च रोड, नरोड रोड, अहमदाबाद-380025	सबमर्सिबल पम्पसैट	8034	-	-	2002

1	2	3	4	5	6	7	8	9
6.	2903557	11.08.2014	रौनक लैमिनैक्स प्रा. लिमिटेड सर्वे नं. 757/1, एट : गाँव पिठाई काठलाल, खेडा-387630	डैकोरेटिव थर्मोसैटिंग सिनथैटिक रेसिन बोर्डिंग लैमिनेटिड शीट्स	2046	-	-	1995
7.	2912558	14.08.2014	यूनाटेड फोसफोरस लिमिटेड प्लाट नं. 310/2, जी आई डी सी एस्टेट भारूच, अंकलेश्वर-393002	पैस्टिसाईड-बायफैनथरिन वैटेबल पाउडर	15939	-	-	2011
8.	2904660	14.08.2014	पी. एम. ज्वैलर्स, 303, इसकान आरकडे, सी जी रोड, नवरंगपुरा, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
9.	2905561	14.08.2014	जय भारत मैटकास्ट प्रा. लिमिटेड सर्वे नं. 57/2, गाँव मोराई, वाया वापी, ता पारडी वलसाद-396195	हाई स्ट्रेंथ डिफामर्ड स्टील बार्स तथा वायरस फार कांक्रीट रेनिफोर्समेंट	1786	-	-	2008
10.	2906260	19.08.2014	सुवर्णकला प्रा. लिमिटेड शोप नं. 2, जी एफ तथा 102 एफ एफ, विनस अमाडियस, जोधपुर क्रॉस रोड, सेटेलाइट, अहमदाबाद-380015	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
11.	2907363	22.08.2014	श्री सद्गुरु ज्वैलर्स यू-1 रोस प्लाजा, स्टेशन रोड, बारडोली, सूरत-394610	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
12.	2907464	22.08.2014	पटेल अंबालाल सोमनाथ सरकार ज्वैलर्स 25/1, लिंबू पोल, रतन पोल, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
13.	2907767	22.08.2014	महालक्ष्मी ज्वैलर्स बी-1 साधना टावर्स, सरदार हास्पिटल के सामने, स्टेशन रोड, बारडोली, सूरत-394602	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
14.	2907868	22.08.2014	गायत्री ज्वैलर्स 5/4/86, 102 नागिनदास चैम्बर्स, बैंक आफ इंडिया के सामने स्टेशन, आनंद-388001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
15.	2907969	22.08.2014	बी. एस. ज्वैलर्स जी एफ-3 रोनक प्लाजा, तुलसीधाम चार रस्ता के पास, मंजलपुर, वडोदरा-390011	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
16.	2909569	26.08.2014	एम. के. इंडस्ट्रीज 12, नवाब इंडस्ट्रियल एस्टेट, जी डी हाई स्कूल रोड, हीरा वाडी, नरोडा, अहमदाबाद-382345	पी वी सी इंसूलेटिड केबल	694	-	-	1990
17.	2908365	27.08.2014	जलाराम स्पन पाईप तथा सिमेंट आर्टिकल वर्क्स एट आजेरी, जी एच बोडेली, ता सांखेडा, वडोदरा-391135	प्रीकास्ट कांक्रीट पाईपस (विद तथा विदाउट रेनिफोर्समेंट)	458	-	-	2003

[सं. सी एम डी 13:11]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 12th January, 2015

**S.O. 119.**—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1.	2903961	04.08.2014	Polycab Wires Pvt. Ltd., Unit.VI, Plot No. 79/1-3, 80/1-2 Baska Ujeti Road, Baska, Panchamahahal-389352	Conduits for electrical installations	9537	3	—	1983
2.	2904054	04.08.2014	Polycab Wires Pvt. Ltd., Unit.VI, Plot No. 79/1-3, 80/1-2 Baska Ujeti Road, Baska, Panchamahahal-389352	Fittings for rigid non-metallic conduits	3419	—	—	1998
3.	2903456	07.08.2014	Dipakbhai Amrutbhai Soni (Gadhwala) 3, Ankur Chambers, Dr. Girdhar Patel Marg, Plalanpur, Banas Kantha-385001	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999
4.	2904458	08.08.2014	Pragna Pum Industries Plot No. 4, Gate No. 1, Bhajibha Ind. Estate, Anil Starch Road Naroda Road, Ahmedabad-380025	Openwell submersible pumpsets	14220	—	—	1994
5.	2904559	11.08.2014	Pragna Pump Industries Plot No. 4, Gate No. 1 Bhajibha Ind. Estate, Anil Starch Road Naroda Road, Ahmedabad-380025	Submersible pumpsets	8034	—	—	2002
6.	2903557	11.08.2014	Ronak Laminex Pvt. Ltd., Survey No. 757/1, At : Village : Pithai Kathlal, Kheda-387630	Decorative thermosetting synthetic resin bonded laminated sheets	2046	—	—	1995
7.	2912558	14.08.2014	United Phosphorus Limited Plot No. 3101/2, GIDC Estate Bharuch, Ankleshwar-393002	Pesticide.bifenthrin wetable powder	15939	—	—	2011
8.	2904660	14.08.2014	P. M. Jewellers 303, ISCON Arcade, C. G Road, Navrangpura, Ahmedabad-380009	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999
9.	2905561	14.08.2014	Jay Bharat Metcast Pvt. Ltd., Survey No. 57/2, Village : Morai Via. Vapi, Tal : Pardi, Valsad-396195	High strength deformed steel bars and wires for concrete reinforcement	1786	—	—	2008
10.	2906260	19.08.2014	Suvarnakala Pvt. Ltd., Shop No. 2. G. F. & 102 F. F., Vinus Amadeus, Jodhpur Cross Road, Satellite, Ahmedabad-380015	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999
11.	2907363	22.08.2014	Shree Sadguru Jewellers U.1 Rose Plaza, Station Road, Bardoli, Surat-394610	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999

1	2	3	4	5	6	7	8	9
12.	2907464	22.08.2014	Patel Ambalal Somnath Sarkar Jewellers 25/1, Limbu Pole, Ratan Pole, Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts. fineness and marking	1417	—	—	1999
13.	2907767	22.08.2014	Mahalaxmi Jewellers B.1 Sadhna Towers Opp Sardar Hospital, Station Road, Bardoli Surat-394602	Gold and gold alloys, jewellery/artefacts. fineness and marking	1417	—	—	1999
14.	2907868	22.08.2014	Gayatri Jewellers 5/4/86, 102 Nagindas Chambers, Opp Bank of India Station, Anand-388001	Gold and gold alloys, jewellery/artefacts. fineness and marking	1417	—	—	1999
15.	2907969	22.08.2014	B. S. Jewellers G F.-3 Ronak Plaza, Near Tulsidham Char Rasta, Manjalpur, Vadodara-390011	Gold and gold alloys, jewellery/artefacts. fineness and marking	1417	—	—	1999
16.	2909569	26.08.2014	M. K. Industries 12, Nawab Indl. Estate G. D. High School Road Hirawadi, Naroda, Ahmedabad-382345	PVC Insulated Cables	694	—	—	1990
17.	2908365	27.08.2014	Jalaram Spun Pipe & Cement Artical Works At Ajari, GH Bodeli, TA Sankheda, Vadodara, Bodeli-391135	Precast concrete pipes (with and without reinforcement)	458	—	—	2003

[No. CMD/ 13:11]

Dr. S. L. PALKAR, Scientist-'F' &amp; Head

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 120.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (5) के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

**अनुसूची**

क्र. सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1	2	3	4	5
1.	3683675	मैसर्स एकवैश हैल्थकेयर इन कार्पोरेशन सर्वे नं. 138, एन एच 8 ए, कल्याणगाड, ता बाबला अहमदाबाद-382240	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर) आई एस 14543-2004	07.08.2014
2.	2833764	मैसर्स शिवगंगा मिनरल वाटर 101, लक्ष्मी निवास, सी एन जी पम्प के सामने, वासता देवडी रोड, कटटरगाम, सूरत-395004	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर) आई एस 14543-2004	19.08.2014
3.	3783679	मैसर्स हाई टैक रबर इंडस्ट्रीज प्लाट नं. 3110, जी आई डी सी, सारीगाम, ता उमरगाम, वलसाद-396155	आटोमोटिव विहीकल-ट्यूबस फार न्यूमैटिक टायर्स आई एस 13098 : 1991	21.08.2014
4.	3662162	मैसर्स श्री गणेश इंजिनियरिंग कम्पनी सी-1/275 फेस-1, जी आई डी सी नरोडा, अहमदाबाद-382330	मोटर्स फार सबमर्सिबल पम्पसैट आई एस 9283 : 1995	27.08.2014

1	2	3	4	5
5.	3884079	मैसर्स दुर्गा पम्प 04, श्री राम एस्टेट, नाना चिलोडा, नरोडा, अहमदाबाद-382330	मोटर्स फार सबमर्सिबल पम्पसैट आई एस 9283 : :1995	27.08.2014
6.	2809060	मैसर्स सरखेज स्टील इंडस्ट्रीज प्राण लिमिटेड सरखेज सानंद क्रॉस रोड, श्रीजी वे ब्रीज के सामने, एन एच रोड नं. 8सी, सरखेज अहमदाबाद-382210	स्टील फार जनरल स्ट्रक्चरल परमस आई एस 2062 : 2011	28.08.2014

[सं. सी एम डी 13:13]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 12th January, 2015

**S.O. 120.**—In pursuance of sub.regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

**SCHEDULE**

Sl. No.	Licences No. CM/L	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1.	3683675	M/s. Aquash Healthcare in Corporation Survey No. 138 N. H. 8 A, Kalyanghad, TA Bavla, Kalyanghad Distt. Ahmedabad-382240	Packaged drinking water (other than packaged natural mineral Water IS 14543 : 2004	07.08.2014
2.	2833764	M/s. Shivganga Mineral Water 101, Laxmi Nivas, Opp CNG Pump. Vasta Devdi Road, Katargam. Surat-395004	Packaged drinking water (other than packaged natural mineral Water IS 14543 : 2004	19.08.2014
3.	3783679	M/s. HI-TEC Rubber Industries Plot No. 3110, G.I.D.C., Sarigam, Tal Umargam, Sarigam Distt. Valsad-396155	Automotive vehicles-tubes for pneumatic tyres- IS 13098 : 1991	21.08.2014
4.	3662162	M/s. Shree Ganesh Engineering Co. C.1/275 Phase.1, G.I.D.C. Naroda, Ahmedabad-382330	Motors for submersible pumpsets- IS 9283 : 1995	27.08.2014
5.	3884079	M/s. Durga Pump 04, Shree Ram Estate, Nana Chiloda, Naroda, Ahmedabad-382330	Motors for submersible purposes IS 9283 : 1995	27.08.2014
6.	2809060	M/s. Sarkhej Steel Industries Pvt. Ltd., Sarkhej.Sanand Cross Road, Opp. Shreeji Weigh Bridge, N. H. Road No. 8C, Sarkhej, Ahmedabad-382210	Steel for general Structural purposes IS 2062 : 2011	28.08.2014

[No. CMD/13 : 13]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head

**कोयला मंत्रालय**

नई दिल्ली, 13 जनवरी, 2015

**का.आ. 121.**—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में वर्णित भूमि में से कोयला अभिप्राप्त होने की संभावना है ।

उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्यांक ईसीएल/आरजीओएम/जीएम(आई/सी)/एसयूआरवी/एलएसीक्यू/ 14-15/41, तारीख 26 सितम्बर, 2014 का निरीक्षण निदेशक तकनीकी (प्रचालन), ईस्टर्न कोलफील्ड्स लिमिटेड, संकतोड़िया, डाकघर दिशेरगढ़, जिला बर्दवान, पश्चिमी बंगाल-713 333 या मुख्य महा प्रबंधक (गवेषणा प्रभाग), केन्द्रीय खनन योजना और डिजाइन संस्थान लिमिटेड, गोंदवाना प्लेस, कांके रोड, रॉंची के कार्यालय में या उपायुक्त, जिला गोड्डा (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में किया जा सकता है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वक्षण करने के अपने आषय की सूचना देती है ।

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति—

- (i) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई कार्रवाई से हुई क्षति या संभावित क्षति अधिनियम की धारा 6 के अधीन किसी नुकसानी के लिए प्रतिकर का दावा कर सकेगा ; या
- (ii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन समाप्त हो गई पूर्वक्षण अनुज्ञप्तियों के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन समाप्त हो गए खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उप धारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों के संबंध में उपगत व्यय को दर्शित करने के लिए उक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर निदेशक(प्रचालन), ईस्टर्न कोलफील्ड्स लिमिटेड, संकतोड़िया, डाकघर दिशेरगढ़, जिला बर्दवान-713 333, पश्चिमी बंगाल के कार्यालय में परिदत्त कर सकेगा ।

**अनुसूची**

ललमटिया कोल खनन ब्लॉक (चरण-X)

जिला-गोड्डा, झारखंड

(रेखांक संख्यांक ईसीएल/आरजीओएम/जीएम(आई/सी)/एसयूआरवी/ एलएसीक्यू/ 14-15/41, तारीख 26 सितम्बर, 2014 )

क्र. सं.	मौजा / ग्राम	थाना	ग्राम संख्या	जिला	क्षेत्र हेक्टेयर में (लगभग)	क्षेत्र एकड़ में (लगभग)	टिप्पणियां
1.	डकैता	ललमटिया	44	गोड्डा	13.79	34.05	भाग
कुल क्षेत्र :					13.79	34.05	

कोयला धारक क्षेत्र (अर्जन और विकास ) अधिनियम, 1957 की धारा 4 की उप-धारा(1) के अधीन द्वारा ललमटिया कोयला खनन ब्लॉक (चरण-X) के अंतर्गत अधिसूचित किए जाने वाले क्षेत्र का सीमा वर्णन ।

क1-क2 यह रेखा मौजा डकैता संख्या 44 एवं मौजा लोहण्डिया संख्या 45 की पूर्वी सांझा मौजा सीमा पर स्थित बिन्दु 'क1' से शुरू होकर मौजा डकैता की खसरा संख्या 227, 226, 233 और 235 की उत्तरी सीमा एवं खसरा संख्या 235 की पश्चिमी एवं उत्तरी सीमा से गुजरती हुई पुनः खसरा संख्या 451 की उत्तरी सीमा से होते हुए मौजा डकैता संख्या 44 के खसरा संख्या 451 के उत्तर-पश्चिमी कोने पर स्थित बिन्दु 'क2' पर मिलती है ।

क2-क3 यह रेखा मौजा डकैता संख्या 44 के खसरा संख्या 451 के उत्तर-पश्चिमी कोने पर स्थित 'क2' बिन्दु से शुरू होकर मौजा डकैता संख्या 44 के खसरा संख्या 451 के पश्चिमी सीमा, खसरा संख्या 453 एवं 454 के उत्तरी सीमा तथा खसरा संख्या 454, 455, 522, 528, 520, 519, 518, 517, 516 एवं 531 की पश्चिमी सीमा से गुजरती हुई मौजा डकैता संख्या 44 के खसरा संख्या 531 के दक्षिण-पश्चिमी कोने पर स्थित बिन्दु 'क3' पर मिलती है ।

क3-क4 यह रेखा मौजा डकैता संख्या 44 के खसरा संख्या 531 के दक्षिण-पश्चिमी कोने पर स्थित 'क3' बिन्दु से शुरू होकर खसरा संख्या 531 और 532 की दक्षिणी सीमा से गुजरती हुई मौजा डकैता संख्या 44 के खसरा संख्या 532 के दक्षिण सीमा पर स्थित बिन्दु 'क4' पर मिलती है ।

क4-क5 यह रेखा मौजा डकैता संख्या 44 के खसरा संख्या 532 की दक्षिणी सीमा पर स्थित 'क4' बिन्दु से शुरू होकर खसरा संख्या 534 के पश्चिमी सीमा एवं खसरा संख्या 619 की उत्तरी सीमा से गुजरते हुए मौजा डकैता संख्या 44 के खसरा संख्या 619 के दक्षिण-पश्चिमी कोने पर स्थित बिन्दु 'क5' पर मिलती है ।

- क5—क6 यह रेखा मौजा डकैता संख्या 44 के खसरा संख्या 619 के उत्तर—पश्चिमी कोने पर स्थित 'क5' बिन्दु से शुरू होकर खसरा संख्या 619, 622 एवं 623 की पश्चिमी सीमा से गुजरते हुए मौजा डकैता संख्या 44 के खसरा संख्या 623 के दक्षिण—पश्चिमी कोने पर स्थित बिन्दु 'क6' पर मिलती है ।
- क6—क7 यह रेखा मौजा डकैता संख्या 44 के खसरा संख्या 623 के दक्षिण—पश्चिमी कोने पर स्थित 'क6' बिन्दु से शुरू होकर खसरा संख्या 624 की उत्तरी सीमा से गुजरते हुए मौजा डकैता संख्या 44 के खसरा संख्या 624 की उत्तर—पश्चिमी सीमा पर स्थित बिन्दु 'क7' पर मिलती है ।
- क7—क8 यह रेखा मौजा डकैता संख्या 44 के खसरा संख्या 624 की उत्तर—पश्चिमी सीमा पर स्थित 'क7' बिन्दु से शुरू होकर मौजा डकैता संख्या 44 एवं मौजा ललमतिया संख्या 43 की सांझा सीमा तथा मौजा डकैता संख्या 44 के खसरा संख्या 624 की पश्चिमी सीमा से गुजरते हुए मौजा डकैता संख्या 44 एवं मौजा ललमतिया संख्या 43 की सांझा सीमा पर स्थित मौजा डकैता संख्या 44 के खसरा संख्या 624 की दक्षिण—पश्चिमी सीमा पर स्थित बिन्दु 'क8' पर मिलती है ।
- क8—क9 यह रेखा, मौजा डकैता संख्या 44 और मौजा ललमतिया संख्या 43 की सांझा मौजा सीमा पर, मौजा डकैता संख्या 44 के खसरा संख्या 624 की दक्षिण—पश्चिमी सीमा पर स्थित 'क8' बिन्दु से शुरू होकर मौजा डकैता संख्या 44 के खसरा संख्या 624 के दक्षिणी सीमा से गुजरते हुए मौजा डकैता संख्या 44 की सीमा पर स्थित खसरा संख्या 624 के दक्षिण—पूर्वी कोने पर स्थित बिन्दु 'क9' पर मिलती है ।
- क9—क1 यह रेखा मौजा डकैता संख्या 44 की सीमा पर स्थित खसरा संख्या 624 के दक्षिण—पूर्वी कोने पर स्थित 'क9' बिन्दु से शुरू होकर मौजा डकैता संख्या 44 एवं मौजा लोहण्डिया संख्या 45 की पूर्वी सांझा सीमा से गुजरती हुई, मौजा डकैता संख्या 44 एवं मौजा लोहण्डिया संख्या 45 की पूर्वी सांझा सीमा पर स्थित बिन्दु 'क1' पर मिलती है ।

[फा. सं. 43015 / 14 / 2014—पीआरआईडब्ल्यू—I]

दोमिनिक डुंगडुंग, अवर सचिव

### MINISTRY OF COAL

New Delhi, the 13th January, 2015

**S.O. 121.**—Whereas it appears to the Central Government that coal is likely to be obtained from the land mentioned in the Schedule annexed hereto.

The plan bearing number ECL/RGOM/GM(I/C)/SURV/LACQ/14.15/41, dated the 26<sup>th</sup> September, 2014 containing of the areas of land described in the said Schedule may be inspected at the office of the Director Technical (Operation), Eastern Coalfields Limited, Sanctoria, P.O. Dishegarh, District. Burdwan, West Bengal-713 333 or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi or at the office of the Deputy Commissioner, District Godda (Jharkhand), or at the office of the Coal Controller, 1, Council House Street, Kolkata – 700 001;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the land described in the said Schedule.

Any person interested in the land described in the afore mentioned Schedule may —

- (i) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof ; or
- (ii) claim compensation under sub-section (1) of section 13 of the Act in respect of prospecting licence ceasing to have effect or under sub-section (4) of section 13 of the Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the Director Technical (Operation), Eastern Coalfields Limited, Sanctoria, P.O. Dishegarh, District. Burdwan, West Bengal-713 333 within a period of ninety days from the date of publication of this notification in the Official Gazette.

### SCHEDULE

Lalmatia Coal Mining Block (Phase – X)

District – Godda, Jharkhand

( plan bearing number ECL/RGOM/GM(I/c)/SURV/LACQ/14-15/41, dated the 26<sup>th</sup> September, 2014)

Sl. No.	Mouza/ Village	Thana	Village Number	District	Area in Hectares approxi. mately	Area in Acres approxi. mately	Remarks
1.	Dakaita	Lalmatia	44	Godda	13.79	34.05	Part
Total Area					13.79	34.05	

Boundary description of the area falling in Lalmatia Coal Mining Block (Phase – X), to be notified under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957.

- A1 – A2 Line starts from point no. A1 situated on eastern common mouza boundary of Dakaita no. 44 and Lohandia no. 45, passes along northern boundary of plot no. 227,226,233 and 235 of mouza Dakaita, western and northern boundary of plot No. 235, again passes along northern boundary of plot No. 451 and meets at point no. A2 situated at north western corner of plot no. 451 of mouza Dakaita no. 44.
- A2 – A3 Line starts from point no. A2 situated on north western corner of plot No. 451 of mouza Dakaita no. 44, passes along western boundary of plot No. 451 of mouza Dakaita no. 44, northern boundary of plot No. 453 and 454, western boundary of plot No. 454,455, 522, 528, 520, 519,518,517,516 and 531 and meets at point no. A3 situated at south-western corner of plot No. 531 of mouza Dakaita no. 44.
- A3 – A4 Line starts from point no. A3 situated at south-western corner of plot no.531 of mouza Dakaita no. 44, passes along southern boundary of plot no. 531 and 532 and meets at point no. A4 situated at southern boundary of plot No. 532 of mouza Dakaita No. 44.
- A4 – A5 Line starts from point no. A4 situated at southern boundary of plot no.532 of mouza Dakaita no. 44, passes along western boundary of plot no. 534, northern boundary of plot no.619 and meets at point no. A5 situated at north-western corner of plot No. 619 of mouza Dakaita No. 44.
- A5 – A6 Line starts from point no. A5 situated at north-western corner of plot No. 619 of mouza Dakaita No. 44, passes along western boundary of plot no. 619,622 and 623 and meets at point no. A6 situated at south-western corner of plot No. 623 of mouza Dakaita No. 44.
- A6 – A7 Line starts from point no. A6 situated at south-western corner of plot No. 623 of mouza Dakaita No. 44, passes along northern boundary of plot No. 624 and meets at point No. A7 situated on north-western boundary of plot No. 624 of mouza Dakaita No. 44.
- A7 – A8 Line starts from point no. A7 situated on north-western boundary of plot No. 624 of mouza Dakaita no. 44, passes along common mouza boundary of Lalmatia No. 43 and Dakaita no.

44 and western boundary of plot no. 624 and meets at point no. A8 situated south-western boundary of plot No. 624 of mouza Dakaita No. 44, on common mouza boundary of mouza Dakaita no. 44 and Lalmatia no. 43.

- A8 – A9 Line starts from point no. A8 situated south-western boundary of plot No. 624 of mouza Dakaita No. 44, on common mouza boundary of mouza Dakaita No. 44 and Lalmatia No. 43, passes along southern boundary of plot No. 624 of mouza dakaita No. 44 and meets at point No. A9 situated at south-eastern corner of plot No. 624 on mouza boundary of Dakaita No. 44.
- A9 – A1 Line starts from point No. A9 situated at south-eastern corner of plot No. 624 on mouza boundary of Dakaita No. 44, passes along eastern common mouza boundary of Dakaita No. 44 and Lohandia No. 45 and meets at point No. A1 situated on eastern common mouza boundary of Dakaita No. 44 and Lohandia No. 45.

[ F.No. 43015/14/2014.PRIW.I]

DOMINIC DUNG DUNG, Under Secy.

नई दिल्ली, 15 जनवरी, 2015

**का.आ. 122.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि से कोयला अभिप्राप्त किए जाने की संभावना है;

और, उक्त अनुसूची में वर्णित भूमि के क्षेत्र के अंतर्गत आने वाले रेखांक संख्या सी- 1(ई)।।।/जीआर/909-1014, तारीख 1 अक्टूबर, 2014 का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर-440001 (महाराष्ट्र) या मुख्य महाप्रबंधक (खोज प्रभाग), केन्द्रीय खान योजना एवं डिजाइन संस्थान, गोंडवाना प्लेस, कांके रोड, रांची-834001 या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या जिला कलेक्टर, छिन्दवाड़ा (मध्य प्रदेश) के कार्यालय में किया जा सकता है;

अतः अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इससे पश्चात् उक्त अधिनियम कहा गया है ) की धारा 4 की उपधारा (1) द्वारा शक्तियों का प्रयोग करते हुए उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वक्षण करने के अपने आषय की सूचना देती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति –

- (i) उक्त अधिसूचना की धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्यवाही से हुई या होने वाली

संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; अथवा

- (ii) उक्त अधिनियम की धारा (13) की उप-धारा (1) के अधीन पूर्वोक्त अनुज्ञप्तियों के प्रभावहीन होने या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के संबंध में प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, पेंच क्षेत्र, पोस्ट ऑफिस परासिया, तहसील परासिया, जिला छिन्दवाड़ा (मध्य प्रदेश) या महाप्रबंधक (भूमि और राजस्व), वेस्टर्न कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, कोल ईस्टेट, सिविल लाईन्स, नागपुर- 440 001 (महाराष्ट्र) को भेजेंगे।

### अनुसूची

छिन्दा ओपनकास्ट माईन

पेंच क्षेत्र

जिला छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक संख्या सी- 1(ई)।।।/जीआर/909-1014, तारीख 1 अक्टूबर, 2014]

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणियां
भाग 1भ	1. सेठिया	24	परासिया	छिन्दवाड़ा	1.894	भाग
भाग 1म	2. सेठिया	24	परासिया	छिन्दवाड़ा	2.039	भाग
	3. छिन्दा	23	परासिया	छिन्दवाड़ा	29.621	भाग
		कुल क्षेत्र :		33.554 हेक्टर (लगभग)		
				या 82.91 एकड़ (लगभग)		

ग्राम सेठिया की सीमा क्षेत्र के अन्दर आने वाले प्लॉट संख्यांक: 251/1, 251/2 (सरकारी), 256/1- 256/2.

ग्राम छिन्दा की सीमा क्षेत्र के अन्दर आने वाले प्लॉट संख्यांक : 63 (सरकारी), 67, 68, 69/1- 69/2- 69/3- 69/4- 69/5- 69/6- 69/7- 69/8- 69/9- 69/10, 70 (सरकारी सड़क) 71/1- 71/2- 71/3- 71/4- 71/5- 71/6- 71/7, 72, 73/1- 73/2- 73/3- 73/4- 73/5- 73/6- 73/7, 74, 75, 76, 77, 95, 96, 97, 98, 99/1- 99/2, 100, 101, 102, 103, 104/1- 104/2, 105, 106, 107/1- 107/2-

107/3, 108, 109, 110, 111 (सरकारी), 112, 113/1- 113/2- 113/3- 113/4- 113/5- 113/6- 113/7- 113/8, 114/1, 114/3, 114/4, 115/1, 115/2, 115/3, 115/4, 115/5.

सीमा वर्णन (भाग 1भ) :

ड.-च-छ-ड.: रेखा ग्राम सेठिया में बिन्दु 'ड.' से आरंभ होती है और बिन्दु 'च', 'छ' के पास से गुजरती हुई आरंभिक बिन्दु 'ड.' पर मिलती है।

सीमा वर्णन (भाग 1म):

क - ख : रेखा ग्राम छिन्दा में बिन्दु 'क' से आरंभ होती है और ग्राम छिन्दा और ग्राम सेठिया की सम्मिलित ग्राम सीमा पर बिन्दु 'ख' पर मिलती है।

ख - ग : रेखा ग्राम सेठिया से होकर गुजरती है और ग्राम सेठिया और ग्राम छिन्दा की सम्मिलित ग्राम सीमा पर बिन्दु 'ग' पर मिलती है।

ग-घ-क : रेखा ग्राम छिन्दा में बिन्दु 'घ' के पास से होकर गुजरती है और आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/16/2014-पीआरआईडब्ल्यू-1]

दोमिनिक डुंगडुंग, अवर सचिव

New Delhi, the 15<sup>th</sup> January, 2015

**S.O. 122.**—Whereas, it appears to the Central Government that Coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto ;

And Whereas, the plan bearing number C.1(E)III/GR/909.1014, dated the 1<sup>st</sup> October, 2014 of the area described in the said Schedule may be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur- 440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi - 834 001 or at the office of the Coal Controller, 1, Council House Street, Kolkata - 700 001 or at the office of the District Collector, Chhindwara (Madhya Pradesh);

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from lands described in the said Schedule ;

Any persons interested in the land described in the said Schedules may —

- (i) claim compensation under section 6 of the said Act for any damage caused or likely to be

- caused by any action taken under sub-section (3) of Section 4 thereof ; or
- (ii) claim compensation under sub-section (1) of Section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid lands to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the Office of the Area General Manager, Western Coalfields Limited, Pench Area, Post Office Parasia, Tahsil Parasia, District Chhindwara (Madhya Pradesh) or General Manager (Land and Revenue), Western Coalfields Limited, Land and Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) within a period of ninety days from the date of publication of this notification in the Official Gazette.

### SCHEDULE

#### CHHINDA OPENCAST MINE

#### PENCH AREA

#### DISTRICT CHHINDWARA (MADHYA PRADESH)

[ Plan Bearing number C.1(E)III/GR/909-1014,  
dated the 1<sup>st</sup> October, 2014 ]

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area (in hectares)	Remarks
Part IX	1. SETHIA	24	Parasia	Chhindwara	1.894	Part IX
Part 1Y	2. SETHIA	24	Parasia	Chhindwara	2.039	Part 1Y
	3. CHHINDA	23	Parasia	Chhindwara	29.621	Part
Total area : 33.554 hectares (approximately) or 82.91 acres (approximately)						

Plot numbers within Boundary in village Sethia :

251/1, 251/2 (Government), 256/1- 256/2.

Plot number within Boundary in village Chhinda:

63 (Government), 67, 68, 69/1- 69/2- 69/3- 69/4- 69/5-69/6- 69/7- 69/8- 69/9- 69/10, 70 (Government Road) 71/1- 71/2- 71/3- 71/4- 71/5- 71/6- 71/7, 72, 73/1- 73/2- 73/3- 73/4- 73/5- 73/6- 73/7, 74, 75, 76, 77, 95, 96, 97, 98, 99/1- 99/2, 100, 101, 102, 103, 104/1- 104/2, 105, 106, 107/1- 107/2- 107/3, 108, 109, 110, 111 (Government), 112, 113/1- 113/2- 113/3- 113/4- 113/5- 113/6- 113/7- 113/8, 114/1, 114/3, 114/4, 115/1, 115/2, 115/3, 115/4, 115/5.

Boundary description (1 X) :

E-F-G-E: Line starts from Point 'E' in village Sethia and passes near Point 'F'-'G' and meets at starting Point 'E'.

Boundary description (1 Y) :

A – B : Line start from Point 'A' in village Chhinda and meets at Point 'B' on common village boundary of villages Chhinda and Sethia.

B – C : Line passes through village Sethia and meets at Point 'C' on common village boundary of villages Sethia and Chhinda.

C.D.A : Line passes through village Chhinda and passes nearby Point 'D' and Meets at starting Point 'A'.

[ F.No. 43015/16/2014-PRIW-I ]

DOMINIC DUNG DUNG, Under Secy.

आदेश

नई दिल्ली, 16 जनवरी, 2015

**का.आ. 123.**—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 1443, तारीख 6 मई, 2014, जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (i), तारीख 17 मई, 2014 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में या उस पर के भू-सतह अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यांतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और, केन्द्रीय सरकार को यह समाधान हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, डाकघर संख्या 60, जिला— बिलासपुर—495006 (छत्तीसगढ़) (जिसे इसमें इसके पश्चात् उक्त सरकारी कम्पनी कहा गया है), ऐसे निबंधनों और शर्तों का जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिये तैयार है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त 102.181 हेक्टर (लगभग) या 252.49 एकड़ (लगभग) भूमि और उस पर के भू-सतह अधिकार, तारीख 17 मई, 2014 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कम्पनी में निहित हो जाएंगे, अर्थात्:—

1. उक्त सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसान और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
2. उक्त सरकारी कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिये उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता करने के लिये नियुक्त व्यक्तियों के संबंधों में उपगत सभी व्यय, उक्त कम्पनी द्वारा वहन किये जायेंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकार के लिये या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त सरकारी कम्पनी द्वारा वहन किये जाएंगे;
3. उक्त सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;
4. उक्त सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और भूमि में या उसके ऊपर इस प्रकार निहित अधिकार को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और
5. उक्त सरकारी कम्पनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिये दिए जाएं या अधिरोपित की जाए, पालन करेगी।

[फा.सं. 43015 / 05 / 2011—पीआरआईडब्ल्यू—I]

दोमिनिक डुंगडुंग, अवर सचिव

### ORDER

New Delhi, the 16<sup>th</sup> January, 2015

**S.O. 123.**—Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 1443, dated the 6th May, 2014 published in the Gazette of India, Part – II, Section – 3, Sub-section (ii), dated the 17th May, 2014 issued under Sub-section (i) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and the surface rights in or over the said land described in the Schedule appended to the said notification (hereinafter referred to as the said

land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act.

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Seepat Road, Post Box No. 60, District Bilaspur-495006 (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf.

Now, therefore, in exercise of the power conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby direct that the land measuring 102.181 hectares (approximately) or 252.49 acres (approximately) and the surface rights in or over the said lands so vested shall with effect from the 17th May, 2014 instead of continuing to so vest in the Central Government shall vest in the Government Company subject to the following terms and conditions namely:.

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like as determined under the provisions of the said Act;
2. A Tribunal shall be constituted under section 14 of the said Act for the purpose of determining the amounts payable to the Central Government by the Government Company under conditions (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals etc. for or in connection with the rights in or over the said lands so vesting shall also be borne by the Government Company;
3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;
4. The Government Company shall have no power to transfer the said lands to any other persons without the previous approval of the Central Government; and
5. The Government Company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[F. No. 43015/05/2011 – PRIW-I]

DOMINIC DUNG DUNG, Under Secy.

**श्रम और रोजगार मंत्रालय****आदेश**

नई दिल्ली, 9 जनवरी, 2015

**का.आ. 124.**—जबकि एफसीआई के प्रबंधन से संबंधित नियोक्ताओं तथा उसके कर्मचारों के मध्य औद्योगिक विवाद दिनांक 26.10.2004 के समसंख्यक आदेश द्वारा न्यायनिर्णयन हेतु केन्द्रीय सरकार औद्योगिक न्यायाधिकरण—सह—श्रम न्यायालय संख्या 1, नई दिल्ली को भेजा गया था।

और जबकि संबंधित पक्षों ने सरकार को इस मामले को न्यायनिर्णयन हेतु राष्ट्रीय न्यायाधिकरण को भेजने के प्रतिवेदन दिए क्योंकि इस विवाद में शामिल मामला विभिन्न राज्यों में स्थापित एफसीआई के डिपों से संबंधित है।

और जबकि माननीय दिल्ली उच्च न्यायालय ने रिट याचिका संख्या 3792/2004 में सरकार को इस विवाद को राष्ट्रीय औद्योगिक न्यायाधिकरण में भेजने तथा विचारार्थ विषयों को संशोधित करने का निदेश दिया है।

और जबकि केन्द्रीय सरकार ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक राष्ट्रीय औद्योगिक न्यायाधिकरण गठित किया जिसका मुख्यालय मुम्बई में रखा गया और न्यायमूर्ति श्री घनश्याम दास, तत्कालीन पीठासीन अधिकारी, सीजीआईटी संख्या 1, मुम्बई को इसके पीठासीन अधिकारी के रूप में नियुक्त किया और उक्त अधिनियम की धारा 10 की उप-धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को दिनांक 10.11.2005 के आदेश द्वारा निम्नलिखित संशोधित विचारार्थ विषयों के साथ न्यायनिर्णयन हेतु उपरोक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को सौंपा गया :-

“क्या दिनांक 01.07.2002 के परिपत्र नोटिस तथा दिनांक 19.01.2004 के परिपत्र संख्या 1 एवं 2 द्वारा भारतीय खाद्य निगम द्वारा 6½ तथा 8 घण्टों के मध्य समयोपरि कार्य के लिए अपने खाद्य रख-रखाव कामगारों के समयोपरि वेतन की दरों को सामान्य वेतन दरों के 1.25 गुणा से 1.1 गुणा कम करने तथा इसके अतिरिक्त संबंधित राज्यों के दुकान एवं प्रतिष्ठान अधिनियम के अनुसार 8 घण्टों से अधिक कार्य के लिए 1.1 गुणा कम करना वैधानिक एवं न्यायोचित है? यदि नहीं, तो कर्मकार कितनी राहत के पात्र हैं?”

और जबकि न्यायमूर्ति श्री घनश्याम दास ने दिनांक 06.02.2006 को उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का पदभार छोड़ दिया;

और जबकि केन्द्र सरकार ने दिनांक 03.01.2011 के आदेश द्वारा राष्ट्रीय न्यायाधिकरण को पुनर्गठित किया तथा न्यायमूर्ति श्री गौरी शंकर सर्राफ को इसका पीठासीन अधिकारी नियुक्त किया;

और जबकि न्यायमूर्ति श्री गौरी शंकर सर्राफ ने दिनांक 07.09.2012 को पंचाट जारी करके संदर्भ संख्या एनटीबी-1/2005 के अंतर्गत मामले को निपटाया;

और जबकि भारतीय खाद्य निगम (एफसीआई) के प्रबंधन ने रिट याचिका संख्या 2013 की 10823 दायर करके एनआईटी, मुम्बई के दिनांक 07.09.2012 के पंचाट को माननीय उच्च न्यायालय बाम्बे के समक्ष चुनौती दी;

और जबकि माननीय उच्च न्यायालय, बाम्बे ने रिट याचिका संख्या 2013 की 10823 में दिनांक 22.04.2014 के अपने आदेश द्वारा दिनांक 22.04.2014 संदर्भ संख्या एनटीबी-1/2005 को पलट दिया तथा राष्ट्रीय औद्योगिक न्यायाधिकरण, मुम्बई को रिट याचिका संख्या 2013 की 10823 में माननीय उच्च न्यायालय के दिनांक 22.04.2014 के आदेश में उल्लेख के प्रकाश में विषय निर्धारित करने का निदेश दिया;

और जबकि न्यायमूर्ति श्री गौरी शंकर सर्राफ ने अपनी सेवानिवृत्ति पर उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का पदभार छोड़ दिया;

अतः अब एक राष्ट्रीय औद्योगिक न्यायाधिकरण की स्थापना की जाती है जिसका मुख्यालय मुम्बई में होगा और जिसके पीठासीन अधिकारी सीजीआईटी—सह—श्रम न्यायालय सं. 1, मुम्बई के पीठासीन अधिकारी, सत्यपूत मेहरोत्रा होंगे तथा उपर्युक्त विवाद को न्याय—निर्णयन के लिए राष्ट्रीय औद्योगिक न्यायाधिकरण को इस निर्देश के साथ संदर्भित किया जाता है कि न्यायमूर्ति श्री सत्यपूत मेहरोत्रा इस मामले में रिट याचिका संख्या 2013 की 10823 में माननीय उच्च न्यायालय, बाम्बे के दिनांक 22.04.2014 के आदेश में दिए गए निदेशों के अनुसार आगे कार्यवाई करेंगे तथा तदनुसार इस मामले को निपटाएंगे।

[सं. एल-22012/359/2003—आईआर (सी-II)]

मो. जाहिद शरीफ, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT****ORDER**

New Delhi, the 9th January, 2015

**S.O. 124.**—Whereas an industrial dispute between employers in relation to Management of FCI and their workmen was referred for adjudication to Central Government Industrial Tribunal-cum-Labour Court No.1, New Delhi vide order of even number dated 26.10.2004.

And whereas the parties concerned made representations to the Government for referring the matter for adjudication to National Tribunal as the issue involved in the dispute pertains to depots of FCI located at various States;

And whereas the Hon'ble High Court of Delhi in W.P. No. 3792/2004 has given a direction to the Government

to refer the dispute to a National Industrial Tribunal and to modify the terms of reference.

And whereas the Central Government, in exercise of the powers conferred by Section 7 B of the I.D. Act, 1947 (14 of 1947), constituted a National Industrial Tribunal with the Head Quarters at Mumbai and appointed Justice Shri Ghanshyam Dass, the then Presiding Officer, CGIT No.1, Mumbai as its Presiding Officer, and in exercise of the powers conferred by Sub-section (1 A) of Section 10 of the Industrial Disputes Act, referred the said Industrial Dispute to the said National Tribunal for adjudication with following revised / modified terms of reference vide order dated 10.11.2005:-

“Whether the action of the Food Corporation of India in reducing the rates of Overtime wages of its food handling workers from 1.25 times to 1.1 times of the normal rates of wages for overtime work between 6 ½ and 8 hours and further from as per the Shops & Establishment Act of the respective states to 1.1 times for work beyond 8 hours, both by Circular Notice dated 1.7.2002 and Circular Nos. 1 & 2 both dated 19.1.2004 is legal and justified? If not, to what relief the workmen are entitled?”

And whereas Justice Shri Ghanshyam Dass relinquished the charge of the said National Industrial Tribunal on 06.02.2006;

And whereas Central Government vide order dated 03.01.2011 reconstituted the National Tribunal and appointed Justice Shri Gauri Shanker Sarraf as its Presiding Officer;

And whereas Justice Gauri Shanker Sarraf disposed of the dispute under Reference No. NTB-1/2005 by way of Award dated 7<sup>th</sup> September, 2012;

And whereas the Management of Food Corporation of India (FCI) challenged the Award dated 07.09.2012 of NIT, Mumbai before the Hon'ble High Court of Judicature at Bombay by filing Writ Petition No. 10823 of 2013;

And whereas the Hon'ble High Court of Judicature at Bombay vide their order dated 22.04.2014 in Writ Petition No. 10823 of 2013 set aside the award dated 22.04.2014 in Ref. No NTB-1/2005 and directed the National Industrial Tribunal, Mumbai to decide the reference in the light of what is stated in the order dated 22.04.2014 of the Hon'ble High Court in Writ Petition No. 10823 of 2013;

And whereas Justice Gauri Shanker Sarraf relinquished the charge of the said National Industrial Tribunal on his retirement;

Now, therefore, a National Industrial Tribunal is constituted with Headquarters at Mumbai with Justice Shri Satya Poot Mehrotra, Presiding Officer of CGIT-cum-

Labour Court No.1, Mumbai as its Presiding Officer and the above said dispute is referred to the said National Industrial Tribunal for adjudication with a direction that Justice Shri Satya Poot Mehrotra shall proceed in the matter as per the directions given by the Hon'ble High Court of Judicature at Bombay vide order dated 22.04.2014 in Writ Petition No. 10823 of 2013 and dispose of the same accordingly.

[No. L-22012/359/2003-IR(C-II)]

Md. ZAHID SHARIF, Section Officer

आदेश

नई दिल्ली, 14 जनवरी, 2015

**का.आ. 125.**—जबकि केन्द्रीय सरकार का मत है कि बजाज इलैक्ट्रिकल्स लिमिटेड के प्रबंधन और उनके कामगारों के बीच औद्योगिक विवाद विद्यमान है :

तथा जबकि गुजरात के माननीय उच्च न्यायालय, अहमदाबाद ने विविध सिविल आवेदन सं. 1943/2003 तथा विविध सिविल आवेदन सं. 1711/2003 में निदेश दिया कि औद्योगिक विवाद अधिनियम, 1947 के उपबंधों के अंतर्गत मामले पर विचार किया जाए और उपयुक्त निर्णय लिया जाए;

तथा जबकि एक से अधिक राज्य में स्थित बजाज इलैक्ट्रिकल्स लिमिटेड के स्थापनों के इससे संबद्ध अथवा प्रभावित होने की संभावना है;

तथा जबकि केन्द्रीय सरकार का मत है कि उक्त विवाद का न्याय—निर्णयन राष्ट्रीय न्यायाधिकरण द्वारा किया जाए;

तथा जबकि केन्द्रीय सरकार ने औद्योगिक विवाद अधिनियम, 1947(1997 का 14) की धारा 7ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रम मंत्रालय के दिनांक 06.09.2004 के आदेश सं. एल-42012/144/2004-आईआर(सी-II) के माध्यम से राष्ट्रीय औद्योगिक न्यायाधिकरण गठित किया जिसका मुख्यालय मुम्बई में रखा गया तथा न्यायाधीश एस. सी. पाण्डे को इसका पीठासीन अधिकारी नियुक्त किया तथा उक्त अधिनियम की धारा 10 की उप-धारा(1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को न्याय निर्णयन हेतु उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को भेज दिया;

तथा जबकि न्यायाधीश श्री एस. सी. पाण्डे ने 8.9.2004 को उपर्युक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का पदभार त्याग दिया;

तथा जबकि केन्द्रीय सरकार ने दिनांक 10.11.2005 के आदेश के माध्यम से राष्ट्रीय न्यायाधिकरण का पुनर्गठन किया तथा न्यायाधीश श्री घनश्याम दास को इसका पीठासीन अधिकारी नियुक्त किया;

तथा जबकि न्यायाधीश श्री घनश्याम दास ने 06.02.2006 को उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का पदभार छोड़ दिया;

तथा जबकि केन्द्रीय सरकार ने दिनांक 3.1.2011 के आदेश के माध्यम से राष्ट्रीय न्यायाधिकरण का पुनर्गठन किया तथा न्यायाधीश श्री गौरी शंकर सर्राफ को इसका पीठासीन अधिकारी नियुक्त किया;

तथा जबकि न्यायाधीश श्री गौरी शंकर सर्राफ ने दिनांक 20.09.2011 को निर्णय देकर विवाद का निपटान किया तथा न्यायाधीश श्री गौरी शंकर सर्राफ ने 30.06.2013 को अपनी सेवानिवृत्ति पर उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का पदभार छोड़ दिया;

तथा जबकि मैसर्स बजाज इलैक्ट्रिकल्स लिमिटेड और उनके कामगारों के बीच मौजूदा विवादों के संदर्भ में अनुमोदन संबंधी आवेदनों और शिकायतों का निपटान करने के लिए राष्ट्रीय औद्योगिक न्यायाधिकरण गठित किया जाना अपेक्षित है;

अतः, इसलिए एक राष्ट्रीय औद्योगिक न्यायाधिकरण की स्थापना की जाती है जिसका मुख्यालय मुंबई में होगा और जिसके पीठासीन अधिकारी सीजीआईटी संख्या 1, मुंबई के पीठासीन अधिकारी न्यायाधीश श्री सत्यपूत मेहरोत्रा होंगे तथा उपर्युक्त विवाद को न्याय निर्णयन के लिए उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को इस निदेश के साथ भेजा जाता है कि न्यायाधीश श्री सत्यपूत मेहरोत्रा मामले में कार्यवाही करेंगे तथा तदनुसार इसका निपटान करेंगे।

[सं. एल-42012/144/2004-आईआर (सी-II)]

जोहन टोपनो, अवर सचिव

### ORDER

New Delhi, the 14<sup>th</sup> January, 2015

**S.O. 125.**—Whereas the Central Govt. is of the opinion that an industrial dispute exists between the management of Bajaj Electricals Limited and their workmen :

And whereas the Hon'ble High Court of Gujarat at Ahmedabad in Misc. Civil Application No.1943/2003 in Misc. Civil Application No.1711/2003 gave a direction to consider the matter under the provisions of Industrial Disputes Act, 1947 and take appropriate decision;

And whereas the establishments of Bajaj Electricals Limited situated in more than one State are likely to be interested in, or affected;

And whereas the Central Government is of the opinion that the said dispute should be adjudicated by a National Tribunal;

And whereas the Central Government in exercise of the powers conferred by Section 7 B of the I.D. Act, 1947 (14 of 1997) constituted a National Industrial Tribunal vide Ministry of Labour Order No.L-42012/144/2004-IR(C-II)

dated 6.9.2004 with Headquarters at Mumbai and appointed Justice Shri S.C. Pandey as its Presiding Officer and in exercise of the powers conferred by Sub-section (1A) of Section 10 of the said Act, referred the said Industrial Dispute to the said National Industrial Tribunal for adjudication;

And whereas Justice Shri S.C. Pandey relinquished charge of the above National Industrial Tribunal on 8.9.2004;

And whereas Central Government vide order dated 10.11.2005 reconstituted the National Tribunal and appointed Justice Shri Ghanshyam Dass as its Presiding Officer;

And whereas Justice Shri Ghanshyam Dass relinquished the charge of the said National Industrial Tribunal on 06.02.2006;

And whereas Central Government vide order dated 3.1.2011 reconstituted the National Tribunal and appointed Justice Shri Gauri Shanker Sarraf as its Presiding Officer;

And whereas Justice Shri Gauri Shanker Sarraf disposed of the dispute by way of Award dated 20.9.2011 and Shri Gauri Shanker Sarraf relinquished the charge of the said National Industrial Tribunal on his retirement on 30.06.2013;

And whereas the National Industrial Tribunal is required to be constituted to deal with the Approval Applications and complaints in reference disputes exists between M/s. Bajaj Electricals Limited and their workmen;

Now therefore, a National Industrial Tribunal is constituted with Headquarters at Mumbai with Justice Shri Satya Poot Mehrotra, Presiding Officer of CGIT No.1, Mumbai as its Presiding Officer and the above said dispute is referred to the above said National Industrial Tribunal for adjudication with a direction that Justice Shri Satya Poot Mehrotra shall proceed in the matter and dispose of the same accordingly.

[No. L-42012/144/2004-IR(C-II)]

JOHAN TOPNO, Under Secy.

### आदेश

नई दिल्ली, 14 जनवरी, 2015

**का.आ. 126.**—जबकि केन्द्रीय सरकार का मत है कि बजाज इलैक्ट्रिकल्स के प्रबंधन और उनके कामगारों के बीच औद्योगिक विवाद विद्यमान है:

तथा जबकि औद्योगिक विवाद में राष्ट्रीय महत्व का प्रसंग निहित है तथा ऐसी प्रकृति का भी है कि इससे संबद्ध अथवा प्रभावित होने की संभावना है;

तथा जबकि केन्द्रीय सरकार ने औद्योगिक विवाद अधिनियम, 1947 (1997 का 14) की धारा 7ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रम मंत्रालय के दिनांक 08.05.1997 के आदेश सं. एल-51016/01/1996-आईआर (आईएमपी-II) के माध्यम से राष्ट्रीय औद्योगिक न्यायाधीकरण गठित किया जिसका मुख्यालय मुम्बई में रखा गया तथा न्यायाधीष आर. एस. वर्मा को इसका पीठासीन अधिकारी नियुक्त किया तथा उक्त अधिनियम की धारा 10 की उप-धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को न्याय निर्णयन हेतु उक्त राष्ट्रीय औद्योगिक न्यायाधीकरण को भेज दिया;

तथा जबकि इसके परिणामस्वरूप केन्द्रीय सरकार ने राष्ट्रीय न्यायाधीकरण का पुनर्गठन किया और न्यायाधीष श्री जस्टिस एस. सी. पाण्डे, सेवानिवृत्त उच्च न्यायालय जज, मध्य प्रदेश को इसका पीठासीन अधिकारी नियुक्त किया;

तथा जबकि न्यायाधीष श्री जस्टिस एस. सी. पाण्डे ने दिनांक 20 फरवरी, 2004 को निर्णय देकर विवाद का निपटान किया तथा श्री एस. सी. पाण्डे ने अपनी सेवानिवृत्ति पर उक्त राष्ट्रीय औद्योगिक न्यायाधीकरण का पदभार छोड़ दिया;

तथा जबकि मैसर्स बजाज इलेक्ट्रिकल्स लिमिटेड और उनके कामगारों के बीच मौजूदा विवाद के संदर्भ में अनुमोदन के आवेदनों और शिकायतों का निपटान करने के लिए राष्ट्रीय औद्योगिक न्यायाधीकरण गठित किया जाना अपेक्षित है।

अतः, अब एक राष्ट्रीय औद्योगिक न्यायाधिकरण की स्थापना की जाती है जिसका मुख्यालय मुम्बई में होगा और जिसके पीठासीन अधिकारी सीजीआईटी- सह-श्रम न्यायालय संख्या 1 के पीठासीन अधिकारी न्यायमूर्ति श्री सत्यपूत मेहरोत्रा होंगे तथा उपर्युक्त विवाद को न्याय निर्णयन के लिए उक्त राष्ट्रीय औद्योगिक न्यायाधीकरण को भेजा जाता है कि जस्टिस श्री सत्यपूत मेहरोत्रा मामले में कार्यवाही करेंगे तथा तदनुसार इसका निपटान करेंगे।

[सं. एल-51016/01/96-आईआर (आईएमपी-II)  
(खंड फाईल)]

वयाईला रूंगसुंग, उप सचिव

### ORDER

New Delhi, the 14th January, 2015

**S.O. 126.**—Whereas the Central Govt. is of the opinion that an industrial dispute existed between the management of Bajaj Electricals and their workmen:

And whereas the industrial dispute involves question of national importance and also is of such nature that are likely to be interested in or affected;

And whereas the Central Government in exercise of the powers conferred by Section 7 B of the I.D. Act, 1947

(14 of 1997) constituted a National Industrial Tribunal vide Ministry of Labour Order No. L—51016/01/1996-IR(IMP-II) dated 08.05.1997 with Headquarters at Mumbai and appointed Justice R. S. Verma as its Presiding Officer and in exercise of the powers conferred by Sub-Section (1A) of Section 10 of the said Act, referred the said Industrial Dispute to the said National Industrial Tribunal for adjudication;

And whereas consequently, the Central Government reconstituted the National Tribunal and appointed Justice Shri Justice S. C. Pandey, retired High Court Judge, Madhya Pradesh, as its Presiding Officer;

And whereas Justice Shri Justice S. C. Pandey disposed off the dispute by way of Award dated 20<sup>th</sup> February, 2004 and Shri S. C. Pandey relinquished the charge of the said National Industrial Tribunal on his retirement;

And whereas the National Industrial Tribunal is required to be constituted to deal with the Approval Applications and complaints in reference disputes exists between M/s. Bajaj Electricals Limited and their workmen;

Now, therefore, a National Industrial Tribunal is constituted with Headquarters at Mumbai with Justice Shri Satya Poot Mehrotra, Presiding Officer of CGIT-cum-Labour court No.1, Mumbai as its Presiding Officer and the above said dispute is referred to the said National Industrial Tribunal for adjudication with a direction that Justice Shri Satya Poot Mehrotra shall proceed in the matter and dispose of the same accordingly.

[No. L-51016/01/96-IR (IMP-II) (Part File)]

VAYAILA RUNGSUNG, Dy. Secy.

नई दिल्ली, 9 जनवरी, 2015

**का.आ. 127.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड और दूसरों के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 10/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08/01/2015 को प्राप्त हुआ था।

[सं. एल-40012/26/2012-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 9th January, 2015

**S.O. 127.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 10/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of the Bharat Sanchar Nigam Limited & Others, and their workmen, which was received by the Central Government on 08/01/2015.

[No. L-40012/26/2012-IR(DU)]

P. K. VENUGOPAL, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 17<sup>th</sup> December, 2014

**Present :** K. P. PRASANNA KUMARI,  
Presiding Officer

### Industrial Dispute No. 10/2013

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and another and their workman)

### BETWEEN:

Sri G. D. Sathish Kumar : 1<sup>st</sup> Party/Petitioner

### AND

1. The Executive Engineer (E) : 2<sup>nd</sup> Party/1<sup>st</sup> Respondent  
BSNL Electrical Division-II,  
Block-3/D3, RGMTTC  
GST Road, Meenambakkam  
Chennai-600027
2. M/s. Air Cool Engineers : 2<sup>nd</sup> Party/2<sup>nd</sup> Respondent  
(Contractor), No. 24,  
Deivanayagam Street,  
Nungambakkam  
Chennai-600034

### Appearance :

For the 1<sup>st</sup> Party/Petitioner : M/s. S. Anbalagan,  
Advocates

For the 2<sup>nd</sup> Party/  
1<sup>st</sup> Management : M/s. P. Arulmudi,  
Advocates

For the 2<sup>nd</sup> Party/  
2<sup>nd</sup> Management : M/s. N. Nithianandam,  
Advocates

### AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40012/26/2012-IR (DU) dated 23.01.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of BSNL and their Contractor M/s. Aircool Engineers in terminating the services of Sri G.D. Sathish Kumar

and R. Kartick w.e.f. 06.05.2012 is legal and justified? If not, to what relief the workmen are entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 10/2013 and issued notice to both sides. Both parties have entered appearance through their counsel and filed Claim and Counter Statements respectively.

Though the reference pertains to two workmen viz. Sathish Kumar and Karthik. Karthik is said to have waived his claim. The Claim Statement is filed only by Sathish Kumar.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner has completed ITI Course in AC Mechanic Trade. The First Respondent has several telephone exchanges, administrative offices and AC plants for its smooth functioning. It is engaged in telecommunication services, internal telephone lines, cables, maintenance of telephone services, etc. The First Respondent has AC Package Units in Cuddalore at six centres. The maintenance of those AC Package Units were given to Contractors periodically by the First Respondent. The petitioner was engaged by the First Respondent for maintenance works in AC Plant at Cuddalore Main Exchange through a Contractor, in the year 2006. The petitioner was continuously in the above unit under various Contractors. Though the Contractors have changed, the petitioner continued to work. The petitioner is to maintain the temperature of the AC unit at a particular level, check the temperature every one hour and is to rectify problems if any, that arise in the circuits and is also to change the fan leaf etc. for the smooth functioning of the unit. Thus the employment of the petitioner is perennial in nature. The entire service of the petitioner was controlled by the Sub-Divisional Engineer or other Officers of the First Respondent. They used to instruct the petitioner regarding the work to be done. They used to recommend action against the Contract Workers if they committed any misconduct. The Second Respondent was the successful bidder in the e-tender process floated for selecting maintainer of AC Plants coming under the jurisdiction of the First Respondent. He was allowed contract for two years for the period from January 2012. The petitioner was given duty at Cuddalore Main Branch. He had to work for 12 hours but he was not paid any overtime allowance. The Second Respondent has refused to pay minimum wages as per law also. When the petitioner started demanding minimum wages the Second Respondent started issuing salary in cash after getting signature in blank vouchers. On 05.06.2012 the Second Respondent has informed the petitioner that he has been terminated from service. The petitioner has learnt that the contract has been awarded to the Second Respondent without verifying whether the Second Respondent is having a valid license. Since the work performed by the petitioner is perennial in nature and the engagement is against the

provisions of CLRA Act, the contract between the First and Second Respondent is sham and bogus and the petitioner's termination is illegal and unjustified. An order may be passed holding that the contract between the Respondents is sham and bogus and directing the First Respondent to reinstate the petitioner in service with back wages and other attendant benefits.

4. The First Respondent has filed Counter Statement contending as follows:

Maintenance of AC Package units of the First Respondent were entrusted to various Contractors from time to time. The First Respondent has never engaged the petitioner directly. There was no employer-employee relationship between the petitioner and the First Respondent. The petitioner had worked under various Contractors from time to time. The Contractor had been engaging skilled person exclusively for repair of the AC Package Units. The claim of the petitioner that he was rectifying the problems of the unit is not correct. Being the principal employer the First Respondent can only ensure that the petitioner was drawing not less than minimum wages fixed by the Central Labour Authority for contractual workers from time to time. The job of the petitioner was to switch off and switch on the Package AC units which is not skilled in nature. At present the comprehensive maintenance of Package AC units is entrusted to the Second Respondent. The performance of the petitioner is known to the Contractor only. The contention that the contract has been awarded to the Second Respondent without verifying whether he has valid license is denied. Since the petitioner was only contract labour under different Contractors from time to time, the question of reinstatement of the petitioner by the First Respondent does not arise. He is not entitled to any relief.

5. The Second Respondent has filed Counter Statement contending as follows:

The First Respondent is having seven TR AC Package units for various telephone exchanges under ESD, Cuddalore. Apart from the regular work force, the First Respondent engages private contractors for executing the work in the AC Package Units. The Contractors in turn engage contract workers for the work. The First Respondent was in the practice of awarding contract periodically for a specified period. The Second Respondent was awarded the contract for a period from 17.01.2011 to 16.12.2013 for comprehensive maintenance of 7 TR Package units for various telephone exchanges for ESD, Cuddalore. The Second Respondent is having valid license under CLRA Act. The contract workers engaged by the Second Respondent are paid wages as fixed under Minimum Wages Act. The petitioner was engaged as contract worker by the Second Respondent for the execution of the work. He was working as an unskilled worker. He stopped reporting for duty on his

own from 05.06.2012 without informing the Second Respondent. The work done by the petitioner is not perennial in nature. It is incorrect to state that the petitioner was made to work for 12 hours and was not paid overtime allowance. So also the averment that he was not paid minimum wages also is not correct. The petitioner is not entitled to any relief.

6. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext. W1 to Ext. W13 and Ext. M1 and Ext. M2.

7. The points for consideration are:

- (i) Whether the action of the Respondents in terminating the service of the petitioner is legal and justified?
- (ii) Whether the petitioner is entitled to be reinstated in the service of the First Respondent?

#### The Points

8. According to the petitioner he has worked for the First Respondent under different Contractors for the maintenance work of Air-Condition Plants at Cuddalore. According to him though the Contractors have changed periodically, he was working continuously under the First Respondent. His work was to maintain the temperature of the AC unit at a particular level, check the temperature every one hour, rectify problems if any and maintain the unit. According to him, though salary was paid by the Contractors, he was controlled by the Sub-Divisional Engineer, Cuddalore or other Officers of the Respondent. They were giving instructions to him as to what is to be done. They were recommending action to be taken against the contract workers if they committed any misconduct. The Second Respondent who was awarded the contract for the period from January 2012 to December 2013 has given him duty at Cuddalore alongwith the second petitioner whose name was waived from the Claim Statement on his request. Though, duty was round the clock only two persons were allotted in the unit of Cuddalore and the petitioner was forced to work 12 hours a day even without any overtime allowance. According to the petitioner the work done by him was perennial in nature. The Second Respondent is said to have threatened him when he demanded minimum wages. He is said to have informed the petitioner on 05.06.2012 that he has been terminated from service. According to the petitioner his engagement was against the provisions of CLRA Act also. He has contended that the contract between the First and Second Respondent is sham and bogus and the action of the First and Second Respondent in terminating his service is illegal and unjustified. He is seeking an order to reinstate him in service with back wages and other benefits.

9. The case that is advanced by First Respondent is that there was never employer-employee relationship

between the petitioner and the First Respondent. The Second Respondent also has stated in the Counter Statement that he has engaged the petitioner for work, he being the Contractor for two years for the maintenance of AC Package Units at Cuddalore and other six centres.

10. The petitioner has given evidence as WW1 asserting his case that he started to work with the First Respondent through a Contractor in the year 2006 and that he was throughout working for the First Respondent even though the Contractors changed periodically during this time.

11. It could be seen from the Counter Statement filed by the First Respondent that the case of the petitioner that he was working for the First Respondent throughout from 2006 is not denied. The only case is that it was as engaged by the Contractor he was working and there was no employer-employee relationship between them.

12. During his examination the Second Respondent has admitted that the petitioner was employed by him at the time of execution of the contract between him and the First Respondent itself. He has further admitted that the petitioner was working with the previous contractor also for the First Respondent. He has also admitted that there was issue between him and the petitioner in the matter of minimum wages and it was brought before the Regional Labour Commissioner. He was asked to pay difference in wages, overtime wages and compensation. According to him he has filed appeal against this order and he has obtained a stay of the execution of the order also. The case of the petitioner is that the Second Respondent has been threatening him in this respect and ultimately he was not allowed to continue in the work.

13. In support of his contention that the contract between the First and Second Respondents is bogus, one argument that is advanced by the counsel for the petitioner is that the Second Respondent has no license under CLRA Act to enter into the contract. The Second Respondent has produced Ext.M1 said to be the certificate of registration under the CLRA Act. It is pointed out by the counsel for the petitioner that this document will not show that the Second Respondent has got necessary license. According to him, in the absence of license produced by the Second Respondent, Ext.M2 the contract between the First and Second Respondent for maintenance of the seven AC units of the First Respondent is to be treated as sham and nominal. The counsel has referred to the decision of the Karnataka High Court in *FOOD CORPORATION OF INDIA LORRY WORKERS UNION VS. FOOD CORPORATION OF INDIA* reported in 1987 1 LLJ 407 and also decision of the Gujarat High Court in *FOOD CORPORATION OF INDIA EMPLOYEES UNION VS. FOOD CORPORATION OF INDIA AND OTHERS* reported in 1990 1 GLR 384 where it was held that a worker who works for a principal employer to whom the provisions of the CLRA Act are attracted is to be treated as the worker

of the employer unless the establishment has secured a certificate of registration and it had employed contract labour through a licensed Contractor. However, these decisions are against the dictum laid down by the Apex Court in this respect. In the decisions in *NATIONAL THERMAL POWER CORPORATION AND OTHERS VS. BADRI SINGH THAKUR AND OTHERS* reported in 2009 1 LLJ 198 and *MUNICIPAL CORPORATION OF GREATER MUMBAI VS. SHRAMIK SANGH AND OTHERS* reported in 2002 2 LLJ 544 it has been laid down that the conclusion that the contract was sham or it was only a camouflage cannot be arrived at as a matter of law for non-compliance of the provisions of CLRA Act but a finding must be recorded based on evidence particularly when disputed, by a industrial adjudicator. So the argument that the contract between the First and Second Respondents is sham and nominal in the absence of license for the Second Respondent is not available for the petitioner.

14. Irrespective of whether registration certificate was obtained by the principal employer under CLRA Act or whether license was obtained by the Contract under the said Act, based on evidence, it is to be decided whether the contract is sham and nominal. One aspect that has been pointed out by the counsel on behalf of the petitioner is that the work done by the petitioner is perennial in nature. On going through the counter statement of the Respondents, it could be seen that there is not even a contention for the Respondents that the work is not perennial in nature. The duty of the petitioner and such others engaged for the First Respondent was maintenance of AC Package Units. Of course, there is a contention for the Respondents that the petitioner was not doing any skilled work but he was only switching of and switching on the AC units. According to the Respondents, maintenance used to be done by some other person. At the same time though the petitioner has contended in the Claim Statement itself that he has completed ITI in AC Mechanic trade, this is not specifically denied in the Counter Statements. Even assuming that the petitioner was not doing any maintenance work it is very much clear that the work was perennial in nature. Unless the AC units are working non-stop the First Respondent would not be able to provided uninterrupted service of telecommunications. The petitioner has alleged in the Claim Statement that even though the units are to function round the clock only two persons including him were engaged at Cuddalore and he was forced to work 12 hours a day even without any overtime allowance. It is very much clear from the admission of MW1 itself that the petitioner had been working 12 hours a day. He has stated during his cross-examination that apart from the usual 8 hours the workers will be working four hours overtime also. This admission by the Second Respondent makes it clear that the AC units were working round the clock and

the petitioner and his co-worker had to work continuously for 24 hours. It is clear from this that the work done by the petitioner was perennial in nature.

15. Now the question to be considered is who was controlling and supervising the petitioner and who was supervising him. It could be seen from the very averment in the claim Statement that wages used to be paid to him by the Contractor. Himself and others have proceeded against the Second Respondent for not paying minimum wages. However, there is sufficient evidence to show that the control of the petitioner was by the First Respondent itself. As already stated the petitioner had been working with the First Respondent irrespective of the change in contract and change in the Contractors. The petitioner has started to work with the First Respondent in the year 2006. Even though different Contractors came and left, he continued to work for the First Respondent until he was prevented from work by the Second Respondent. This would show that the engagement of the petitioner was in fact not on the basis of the contract but he was accepted by the First Respondent throughout as a worker, whoever was the Contractor. In Ext.W6 the reply given by the First Respondent under the Right to Information Act, the First Respondent has stated that though only 15 workers are engaged and so contract need not be covered under the Provident Fund and ESI Acts, they are taking care of the above benefits in respect of the persons engaged. This would show that the First Respondent was directly taking care of the affairs of those who were engaged.

16. The Second Respondent has stated during his cross-examination that there were 10 workers at Cuddalore under him and the petitioner was employed as AC Operator. He had claimed that the petitioner was working under his instruction. However he was the Contractor for four other units also. He also stated that there was no need for day-to-day instructions for the workers since their duty was only to switch on and switch of the AC units. At the same time he admitted that the security staff of the First Respondent, the Junior Engineer and the Assistant Engineer of the unit will be checking whether the workers were reaching in time at the place of work. This would show that whatever control required was exercised by the Officers of the First Respondent and not the Second Respondent. It could be seen that in spite of the perennial nature of the work the First Respondent was executing contract with different persons as a camouflage only to deny the deserving benefits to the petitioners and others of his kind. It is very much clear from the evidence that unless the AC units are made to work continuously the First Respondent would not be able to function. This very perennial nature of the work would show that the contracts were meant only as camouflage.

17. The petitioner had worked with the First Respondent continuously from the year 2006 though nominally under

different Contractors. Since the contract between the First and Second Respondent is found to be camouflage the petitioner is to be treated as a worker directly employed by the First Respondent. He seems to have been turned out of work for no valid reason. So he is entitled to be reinstated in service by the First Respondent. However, the petitioner would not be entitled to any back wages.

18. In view of my discussion above, the First Respondent is directed to reinstate the petitioner in service within a month.

An award is passed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

#### **Witnesses Examined:**

For the 1<sup>st</sup> Party/Petitioner : WW1, Sri G.D. Sathish Kumar

For the 2<sup>nd</sup> Party/Management : MW1, Sri K. Veera

#### **Documents Marked:**

##### **On the petitioner's side**

Ex.No.	Date	Description
Ex.W1	04.03.2010	Service certificate issued to the petitioner
Ex.W2	01.04.2010	Difference of wages – comparative statement
Ex.W3	12.05.2010	Letter by BSNL
Ex.W4	23.06.2011	Application filed under RTI
Ex.W5	04.07.2011	Circular by the Ministry of Labour
Ex.W6	10.08.2011	Reply given under RTI
Ex.W7	22.05.2012	Strike Notice given by the Union
Ex.W8	22.05.2012	Telegram sent to various authorities
Ex.W9	06.06.2012	Letter by the petitioner to the 1 <sup>st</sup> Respondent about sudden removal
Ex.W10	18.06.2012	Minutes of the proceedings of the Labour Officer
Ex.W11	04.09.2012	Conciliation failure report
Ex.W12	05.11.2012	Application under Minimum Wages Act by Union
Ex.W13	09.10.2013	Letter by the Department of BSNL

**On the Management's side**

Ex.No.	Date	Description
Ex.M1	07.07.2011	Certificate of Registration for CLRA Act 1970 issued to the 2 <sup>nd</sup> Respondent
Ex.M2	07.12.2011	Agreement entered into between the 1 <sup>st</sup> Respondent and the 2 <sup>nd</sup> Respondent

नई दिल्ली, 9 जनवरी, 2015

**का.आ. 128.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फिलौरे औरोशिल्प, विल्लुपुरम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 48/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08/01/2015 को प्राप्त हुआ था।

[ सं. एल-42011/09/2013-आईआर (डीयू) ]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 9th January, 2015

**S.O. 128.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 48/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Filaure Auroshilpam, Villupuram and their workman, which was received by the Central Government on 08/01/2015.

[No.L-42011/09/2013-IR(DU)]

P. K. VENUGOPAL, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHENNAI**

Tuesday, the 16<sup>th</sup> December, 2014

**Present :** K. P. PRASANNA KUMARI, Presiding Officer

**Industrial Dispute No. 48/2013**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Filaure Auroshilpam and their workman)

**BETWEEN:**

Sri A. Segaran & Other : 1<sup>st</sup> Party/Petitioner  
Filaure Auroshilpam Employees

AND

The Executive Manager : 2<sup>nd</sup> Party/Respondent  
Filaure Auroshilpam  
No. VM-214-Auroville  
Villupuram

**Appearance :**

For the 1<sup>st</sup> Party/ : M/s. Ramapriya Gopalakrishnan,  
Petitioner Advocate

For the 2<sup>nd</sup> Party/ : M/s. Subhang Nair & Prahalad  
Management Bhat, Advocates

**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. L-42011/09/2013-IR (DU) dated 12.04.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the following demands made by the group of workmen employed in Filaure Auroshilpam, a unit under Auroville Foundation are legal and justified?  
(i) Minimum guarantee wages of Rs. 8,000/- per month and conversion of piece rate wages to time rate wages (ii) Dearness Allowance from 01.01.2011 and (iii) House Rent Allowance of Rs. 3,000/- . To what relief the concerned workmen are entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 48/2013 and issued notices to both sides. Both sides have entered appearance through their counsel and filed Claim and Counter Statement respectively. The petitioner has filed rejoinder in answer to the Counter Statement.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioners are workmen of Filaure Auroshilpam, the Respondent establishment. The Respondent is engaged in the business of manufacture and export of readymade garments. It has been engaged in the business for the last 30 years. The unit of the Respondent is located in the industrial zone in Auroville Township in Villupuram District. The industry of the Respondent is predominantly export oriented. The garments manufactured in the industry are exported to the United Kingdom, Germany, France and other foreign countries. They are sold in a boutique in Auroville also. The Respondent industry makes profit of several crores of rupees every month. There are 46 regular workers in the factory. the petitioners are working in the Tailoring Unit of the concern. They have been working in the units for period ranging from 8 to 31 years. They are involved in the work of stitching different types of garments. They work for 6 days a week with work hours from 0830 AM to 0500 PM. The

Management has been treating the petitioners in a discriminatory manner in the matter of pay and benefits. While other workmen engaged in the factory are paid on time rate basis, the workmen in the Tailoring unit alone are paid on a piece rate basis. They are not paid allowances such as House Rent Allowance, Dearness Allowance, etc. Other statutory benefits also were denied to them. They were given the benefit of Provident Fund only from 1991. ESI coverage started only in the year 2005. The petitioners had requested the Respondent to pay them wages on time rate basis. But the Respondent did not oblige. On 12.06.2012 the petitioners raised demands such as fixation of Basic Pay @ Rs. 8,000/- per month, payment of Dearness Allowance, abolition of the piece rate method and payment on time rate basis, payment of 30 days a month, payment of full wages for the period of layoff, payment of House Rent Allowance of Rs. 3,000/- per month, City Allowance @ Rs. 100/- per month, Rs. 3000/- per annum as LTC and Rs., 5,000/- per annum as education allowance and Identity Card and proper wage receipts. On 08.11.2012 they raised additional demands of annual increment of 8% of basic pay, traveling allowance of Rs. 1,500/- per month. Medical allowance of Rs. 2,000/- per month, washing allowance of Rs. 1000/- per month, attendance register allowance of Rs. 500/-, one day of casual leave for every 15 days, death relief of Rs. 5,00,000/-, provision of three sets of uniform annually and payment of Rs. 4,000/- per month as Interim Relief. The conciliation proceedings ended in failure and the matter has been referred to this Tribunal on the basis of the failure report sent by the Labour Commissioner. The wages of other workmen in the Respondent Industry range between Rs. 19,000/- and Rs. 22,000/- a month. The gross wage of the petitioners range between Rs. 7,000/- and Rs. 12,000/-. The piece rate system of payment to the petitioners was violative of the law. It is implemented by the Management in an arbitrary manner. The work target is unilaterally fixed by the Management without ascertaining from the workmen whether it is feasible for them to meet the target. Because of the piece rate system adopted by the Management, the petitioners receive a low amount only every month. Prices of essential commodities have increased year after year. The purpose of Dearness Allowance is to neutralize the rise in the cost of living. The benefit should be given to persons such as the petitioners who are drawing low wages. The petitioners are entitled to Time Rate Wages and Dearness Allowance. They are also entitled to House Rent Allowance. An order may be passed accordingly.

4. The Respondent has filed Counter Statement contending as follows:

Six of the petitioners have resigned from the respondent's establishment. So claim cannot be brought on their behalf. The person who is representing the petitioners is not competent to do so. The Auroville Foundation has no direct control over the activities of the

Respondent unit. The unit of the Respondent was started in 1970. It was registered as a Trust in 1991. It joined Employees Provident Fund in the year 1991. ESI clinic was opened in the locality in the year 2005 and the Respondent had obtained registration immediately bringing all its employees under this scheme. Prior to this, the Respondent had been providing medical treatment to all employees free of cost at Auroville centre. Medical leave was provided to the employees even before the ESI scheme came into force. The unit was profitable upto 2011. While running on profit the Respondent had, in addition to the statutory bonus, paid ex-gratia bonus amounting to more than 20% of the wages to all employees with more than 10 years of service. Prevailing economic situation in Germany where the only export customer of the Respondent is based had made it difficult for the Indian businessmen including Respondent to remain competitive. In spite of this wage increase was given to the employees in 2005. The Respondent had notified wage increase of 10% as in the previous year. However, the petitioners have demanded increase of 15% in the wages. They have gone on a lightning strike from 12.04.2012. They even tried to intimidate the employees who continued to work. During the conciliation proceedings, petitioners 6 to 11 resigned from the Company and accepted settlement. The settlement binds all the workmen who are parties to the dispute. The allegation of discrimination in wage rates are baseless. Piece rate system among the workers of the tailoring unit is required for several reasons. This will provide encouragement of higher production. Since rate per unit is fixed, it is easy to prepare estimates and budgets. Piece rate system is beneficial to both the employees as well as the employer. Piece rate could not be applied to other employees such as cutters, checkers, packers, office staff, etc. Piece rate system is widely employed by Garment Production Units in India as a standard for tailoring as it maximizes efficiency and helps maintain the industry's effectiveness in the competitive global market. The other garment units in the area also employ piece rate system for tailoring. All the tailors in the Respondent's unit are paid in excess of minimum wages for tailoring as directed by Government of Tamil Nadu. The contention that the tailors including the petitioners are discriminated and exploited is not correct. The petitioners are not entitled to the relief claimed.

5. In the rejoinder filed the petitioners have denied the averments in the Counter Statement and had reiterated their case in the Claim Statement.

6. The evidence in the case consists of oral evidence of WW1, WW2 and MW1 and documents marked as Ext.W1 to Ext.W76 and Ext.M1 to Ext.M18.

7. The points for consideration are:

- (i) Whether the demands made by the petitioners are legal and justified?

- (ii) What if any are the reliefs to which the petitioners are entitled?

### The Points

8. Though there are eleven petitioners in the ID, only the first three petitioners are now proceeding with the dispute. The other petitioners have settled the dispute with the Respondent Management.

9. All the petitioners are working as Tailors in the Respondent Establishment which is at Auroville in Villupuram District. The first petitioner is said to have joined the respondent institution in 1998, the second petitioner in 1982 and the third petitioner in 1992. These three petitioners and the other petitioners have raised demands including minimum guarantee wage @ Rs. 8,000/-, conversion of piece rate wage to time rate wage, dearness allowance from 01.01.2011 and HRA @ Rs. 3,000/- per month. Some of the petitioners other than the first three petitioners have settled their dispute with the Respondent during the conciliation proceedings and others subsequently. So the first three petitioners only remain in the array for contesting the matter.

10. The payment of wages at the respondent's institution is on piece rate basis so far as the tailors including the petitioners are concerned. According to the petitioners they are discriminated by providing piece rate wages while the other employees in the establishment are paid on time rate basis. It is also alleged that they are not paid dearness allowance, HRA, etc. The payment on piece rate basis is said to be unilaterally fixed by the Management without ascertaining from the workmen whether it is feasible for them to meet the target. The target for the tailors is said to be fixed without any regard to the well-being of the workmen and without considering their age. It is alleged by the petitioners that the work load fixed for them is so high and it is impossible for them to complete the entire work load and earn the stipulated daily wage every day. Against this it is contended by the Respondent that wage at piece rate has been fixed after a scientific assessment. It is further stated that piece rate system will provide encouragement for higher production by rewarding efficient workers in a suitable way. It is further stated that it is easy to prepare quotations, estimates and budgets at piece rate system. It is also pointed out by the Respondent that the piece rate system will be beneficial to both the employer and the employee. It is claimed by the Respondent that the wage paid at the respondent institution is much more than what is fixed as minimum wages by Govt. of Tamil Nadu and the wages paid generally in the industry and particularly in the establishment nearby in the area. There is also a contention for the Respondent that business has slackened since export customers for which it was mainly dependent has reduced to one thereby reducing the business and income of the establishment.

11. Is the wages that is payable to the petitioners at such a low rate, far lesser than what is prevalent in the area and in the industry? On behalf of the petitioners the one who is acting as the representative has been examined. However, it has come out in evidence that he is an outsider to the industry and does not know anything about the same. The other person who has given evidence is the second petitioner. In the affidavit filed by him, he has reiterated the case in the Claim Statement. He has stated in the affidavit that the target fixed by the Respondent used to vary depending upon the type of garment to be stitched and at the beginning of each day, himself and other workmen in the tailoring unit used to be informed about the target for the day or the work load for the day. He has further stated that the work load fixed was so high that it was impossible for them to complete the entire work load and earn the entire stipulated daily wage each day. According to him, because of the piece rate system adopted by the Management the actual wages paid to him each month used to be very low.

12. Against the evidence on behalf of the petitioners there is the evidence of MW1, the executive of the Respondent. He has stated that piece rate system is more beneficial to both employer and employee and this is recognized by a majority of the employees of the Respondent also. He has further stated that piece rate system cannot be applied to employee whose work is not of a repetitive nature and output of the workers is beyond their control. He has stated that this cannot be made applicable to the other employees of the establishment such as pattern makers, cutters, checkers, packers, office staff, watchmen, etc. According to him, rate for each piece of new item used to be set by having tailors stitch the new item under the supervision and timed by the member of the Management. On this basis it was decided how many pieces can be stitched in a day allowing time for lunch, snacks and breaks. Piece rate was then set on the basis that a reasonable number produced in a day will earn the employee the determined daily wage they receive for leave days. In the process feed-back from the tailors was taken into account also.

13. The counsel for the petitioner has argued that it is necessary in the modern society that wage is fixed in such a manner that a person should be able to meet his daily requirements and to have some amount of comfort also. The counsel has referred to the decision of the Apex Court in EXPRESS NEWSPAPER PRIVATE LTD AND ANOTHER VS. UNION OF INDIA AND OTHERS AND OTHER CASES reported in AIR 1958 SC 578 (1) in this respect. In this the Apex Court has classified wages into three broad categories viz. the living wage, the fair wage and the minimum wage. A living wage should be sufficient to meet the normal needs of the average employee, regarded as a human being in a civilized society. The Apex Court has also held that while fixing the wages the capacity of the

industry to pay is one of the essential circumstances to be taken into consideration except in cases of bear subsistence or minimum wage where the employer is bound to pay the same irrespective of such capacity. The capacity of the industry is to be considered on an industry-cum-region basis after taking a fair cross-section of the industry. While measuring the capacity of the industry the elasticity of the demand for the product, the possibility of tightening of the organization so that the industry could pay higher wages without difficulty and the possibility of increasing the efficiency of the lowest paid workers resulting in increase in production also should be taken into account. Thus it could be seen from the above decision that aspects from the point of the employee as well as the employer are to be taken into account while deciding what is the amount that is payable as wages with which an employee can live with some reasonable degree of comfort.

14. It has been pointed out by the counsel for the Respondent that fixing of wages at piece rate is not something unknown in employer-employee relationship and has been accepted in several establishments. He has pointed out that in the tailoring industry this has especially been accepted because of the nature of work. He has referred to the decision in *SILVER JUBILEE TAILORING HOUSE AND OTHERS VS. CHIEF INSPECTOR OF SHOPS AND ESTABLISHMENTS AND ANOTHER* reported in 1974 3 SCC 498 in this respect in which the system was referred to with approval.

15. Payment of wages at piece rate system cannot be frowned upon as one not acceptable compared to time rate system. This certainly has advantages from the point of view of the employer as well as the employee. If this system is adopted a worker who is enthusiastic and is willing to put in more effort will be able to earn more wages than in time rate system. He will be able to earn more than his fellow workers. In this way piece rate system acts as an incentive to the workers to give more from their part to the industry and at the same time more for themselves. This becomes beneficial to the employer also since he is able to produce more and do more business. The objection raised on behalf of the petitioners against the piece rate system certainly could not be approved in view of the advantages rather than disadvantages for the system. It has been pointed by the counsel for the petitioner that at piece rate system a person will have to work without rest to earn the wages fixed for him. In fact in piece rate system it is for the worker to decide what is the turnover of work to be.

16. Certainly, the rate fixed for each piece should be sufficient. It should be done in such a manner that the worker is getting sufficient wages for the work done. So also it should be in accordance with the price the employer would be getting for each piece. Even though the petitioners have claimed in the Claim Statement that the

rate fixed for each piece is not in proper manner, the petitioners have not cared to give the details of the rates. What are the particular items stitched or what is the rate for each such items are not given by the petitioners. There is only a general statement that the rate is not fixed in a proper manner and the employees are forced to work more because of this. In the absence of proof of the rates fixed for each item or any proof of the rate fixed in the industry in the area for such items for the purpose of comparison the evidence given in this respect is insufficient to discard piece rate system which was in vogue for a long time.

17. When the available materials are taken into account it could be seen that the wages paid by the Respondent is not low when compared to the payment made to such workers in other establishments of the kind that have accepted time rate system. The petitioners themselves did not bring much evidence for the purpose of comparison. One of the document produced by them is Ext.W53, the wage bill of a tailor of another similar establishment in the area. As seen from this, this worker is seen paid Rs. 8,372/- for the month of December, 2011. There is also Ext.W57, the wage slip for the month of August 2012, the total of which comes to Rs. 10,130/- including Rs. 736/- paid for overtime work. The Respondent has produced Ex.M1, the wage slip for September 2012 in respect of a tailor of "Rangoli", another Auroville establishment which shows that he was paid Rs. 10,551/- including Rs. 1,226/- for overtime work. Ext.M2 is the wage slip of the first petitioner for the month of October 2012 which shows that he has received Rs. 10,927/- as wages in this month. Ext.M3 to Ext.M5 are the registers of wages for the months of March 2012 and March 2013 respectively. In March 2011 the first petitioner has earned more than Rs. 10,900/- as wages. In the next two years almost this much is the earning for the month. The third petitioner also has earned this much during the period. However, the wage earned by the second petitioner seems to be much lower. He has earned a little above Rs 6,000/- in March 2011 and less than Rs. 6,000/- in March 2012. However in March 2013, his earnings is more than Rs. 7,000/-. The third petitioner has earned more than Rs. 11,000/- in March 2013. The other tailors other than the second petitioner also maintain almost a consistent rate ranging between about Rs. 10,000/- and Rs. 11,000/- Thus it could be seen that the earnings so far as the tailors are concerned is almost the same, but for the difference except in the case of second petitioner, when compared with the earnings from the establishment that has adopted time rate system. So piece rate system could not be treated as faulty when compared to time rate system. So there is no need to discard this system.

18. Ext.M3 to M5 would show the wages for the other workers who are paid at time rate basis also. The counsel for the petitioner has been trying to compare the wages paid to these employees with the wages paid to the tailors including the petitioners. However, it could be seen from

the registers that those workers who are getting more amount are pattern maker, checking master, export manager, etc. who would necessarily be in a higher position than that of the tailors so their wages could not be compared with that of the petitioners. The petitioners were not able to make out a case to discard piece rate system.

19. Another demand on the part of the petitioners is that they should be allowed dearness allowance on the amount received by them. It has been argued on behalf of the Respondent that though payment to the petitioners is not made bifurcating salary, dearness allowance, etc. they are paid taking into account these aspects also. He has referred to the wages received by the workers in other establishments in the area and has pointed out that even on time rate basis they are receiving only lesser wages than what is paid by the Respondent. He has also referred to the GO of the Tamil Nadu Govt. fixing wages for the workers in tailoring industry. As seen from this the wages payable at Zone-B including municipalities is Rs. 2,137 for Grade-I and Rs. 2,033 for Grade-II. There is also provision for payment of Rs. 3.8 as dearness allowance for each point. Even if calculated on the basis of this, the wages paid to the petitioners could not be said to be low, though not very high. So it is to be taken that the amount that is now received by the petitioners is fixed taking into account cost of living as well.

20. The next demand is for House Rent Allowance. It has been admitted by the counsel for the petitioners that none of the labour legislations provide for payment of House rent Allowance. According to the counsel even in the absence of any such law it is prevalent in the industrial world to pay house rent allowance to the workers. In the absence of any evidence regarding such payment to other workers of similar establishments in the area it will not be proper to allow House Rent Allowance.

21. Apart from the above, the Respondent seems to be running in bad times at present. The account sheet of the years 2009 to October 2014 were produced by the Respondent. During the earlier years business seems to have been running to Rs. 2.00 crores. However, because of recession business had dwindled. In the year 2013 annual business has reduced to Rs. 94.00 lakhs. During 2014 upto the date on which documents were produced business is for Rs. 25.00 lakhs only. During his examination MW1 has even got a case that the establishment is already closed since it was not able to get any orders from the customers abroad. What the Supreme Court has stated in the decision referred to earlier is that the financial position of the employer also has to be taken into account while fixing the wages and other amenities. Certainly, the present financial position of the Respondent does not call for a wage increase.

22. The amount that the petitioners are now receiving in all probability will satisfy the definition given by the

Supreme Court regarding fair wage in the sense that it is more than the minimum wage though it could not be termed the living wage which comes under the definition of the wage which is sufficient to allow the petitioners to live in some comfort. Certainly, it is not that the amount received by them will enable them to meet all their requirements above their basic necessities. However, the time at which the petitioners have raised the dispute does not seem to be the proper one. In the present situation the Respondent could not be said to be an institution which is fairing well. It could be seen from the records produced by the Respondent during sunny days the Respondent have been considerate of the employees and had been giving them bonus at much more than the statutory rate. They seem to have been making yearly wage revisions also. In 2010 there was a wage revision of 15%. In 2011 and 2012 it was 10% and in 2013 it was 13%. Ex-gratia bonus payments of more than 20% of wages were made to those employees of more than 10 years service.

23. The counsel for the Respondent has pointed out that all other petitioners other than petitioners one, two and three have accepted settlement. He has stated that the Respondent is ready to offer the same terms of settlement to the above petitioners as well.

24. It has been argued by the counsel for the Respondent that the Memorandum of Settlement marked as Ext.M9 signed with other petitioners is binding on the petitioners also in view of Section-18(3) of the Industrial Disputes Act. On the other hand it has been argued by the counsel for the petitioner that it is individual settlement and is not by recognized union and therefore Section-18(3) has no application to the case. This sub-section states that a settlement arrived in the course of conciliation proceedings under the Act or an arbitration award in a case where notification has been issued under Sub-Section 3(a) of Section-10(a) or an award of a Labour Court, Tribunal or National Tribunal, shall be binding on all the parties to the industrial dispute and all other parties summoned to appear in the proceedings as parties to the dispute. The counsel for the Respondent has referred to the decision NATIONAL ENGINEERING INDUSTRIES LTD. VS. STATE OF RAJASTHAN AND OTHERS reported in 2000 1 SCC 371 in this respect. It has been held by the Apex Court in this that Sub-Sections (1) and (3) of Section-18 divide settlements into two categories viz. (i) those arrived at outside the conciliation proceedings and (ii) those arrived at in the course of conciliation proceedings and a settlement which belongs to the first category has limited application and merely binds the parties to the agreement but the settlement belonging to the second category has an extended application since it is binding on all parties to the industrial dispute, to all others who are summoned to appear in the conciliation proceedings and to all persons employed in the establishment or part of the establishment as the case may be to which the dispute related on the

date of the dispute and to all others who joined the establishment thereafter.

25. Though it has been stated by the counsel for the petitioner that the settlement has been entered into by the concerned petitioners directly and not through the Union and therefore Section-18(3) of the Act will not be applicable to the present case, I do not find any distinction made in the Section whether the party is the Union or the individual workman concerned. The section merely states that if the settlement has been arrived at in the course of conciliation proceedings under the Act, the same shall be binding on all the parties to the dispute and even on all other parties summoned to appear in the proceedings as parties to the dispute unless they were summoned without proper cause. However, Section-18(3) of the Act is not relevant or applicable in the present case for the reason that the settlement entered into by petitioners 6 to 11 seems to be on some other issue they have raised subsequently, as could be seen from Ext.M9. It could be seen from this that the concerned petitioners had wanted to resign from the establishment and they have raised dispute claiming resignation compensation. It was on the basis of such dispute raised by them the settlement was entered into by the Respondent and each of the petitioners 6 to 11 individually. What is fixed by the settlement is the compensation payable on account of the resignation of the concerned petitioners. The issues raised in the present dispute were not considered in the conciliation for the purpose of arriving at Ext. M9 settlement. So in any case there is no question of the said settlement becoming binding on other petitioners.

26. However, in view of Ext. M9 settlement entered into by the Respondent and petitioners 6 to 11 and subsequent settlement entered into by the Respondent with petitioners 4 and 5 the dispute has been practically nonest. Out of the 11 petitioners who have raised the dispute only 3 now remains. All others have withdrawn from the dispute raised by them and had entered into settlement with the Respondent. This fact also weighs very much against the case of petitioners 1 to 3 who alone are those now contesting the case.

27. In view of my discussion above I find that the petitioners are not entitled to any relief. The reference is answered against them.

An award is passed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

#### Witnesses Examined:

For the 1<sup>st</sup> Party/Petitioner : WW1, Sri K. Mohandas  
WW1, Sri K. Pavadai

For the 2<sup>nd</sup> Party/Management : MW1, Sri Michael Tait

#### Documents Marked:

##### On the petitioner's side

Ex.No.	Date	Description
Ex.W1	June 1998	Wage slip of K. Pavadai
Ex.W2	August 1999	Wage slip of K. Pavadai
Ex.W3	May 2000	Wage slip of K. Pavadai
Ex.W4	August 2001	Wage slip of K. Pavadai
Ex.W5	January 2002	Wage slip of K. Pavadai
Ex.W6	Sept. 2003	Wage slip of K. Pavadai
Ex.W7	June 2005	Wage slip of K. Pavadai
Ex.W8	Oct. 2005	Wage slip of K. Segaran
Ex.W9	2005	ESI Cards of the petitioners
Ex.W10	Feb. 2006	Wage slip of K. Pavadai
Ex.W11	June 2008	Wage slip of K. Pavadai
Ex.W12	June 2009	Wage slip of K. Pavadai
Ex.W13	June 2010	Wage slip of K. Pavadai
Ex.W14	30.11.2010	Letter of appointment issued by Vimkar Contractors Works Pvt. Ltd.
Ex.W15	Feb. 2011	Wage slip of K. Krishnamurthy
Ex.W16	Feb. 2011	Wage slip of S. Veerappan
Ex.W17	May 2011	Wage slip of K. Pavadai
Ex.W18	Aug. 2011	Wage slip of A. Segaran
Ex.W19	March 2012	Wage slip of M. Selvam
Ex.W20	March 2012	Wage slip of N. Munuswamy
Ex.W21	March 2012	Wage slip of S. Manjini
Ex.W22	March 2012	Wage slip of P. Velmurugan
Ex.W23	March 2012	Wage slip of A. Periyasamy
Ex.W24	March 2012	Wage slip of G. Munusamy
Ex.W25	March 2012	Wage slip of V. Dhandapani
Ex.W26	12.06.2012	Authorization in Form F given by the petitioners to Mr. K. Mohandass
Ex.W27	12.06.2012	Petition given to the Assistant Labour Commissioner (Central), Puducherry
Ex.W28	29.08.2012	Petition submitted by the petitioners to the Assistant Labour Commissioner (Central), Puducherry

Ex.W29	12.09.2012	Letter of the petitioners to the Assistant Labour Commissioner (Central), Puducherry	Ex.W53	Dec. 2011	Wage bill of S. Chandrasekhar of Rangoli, Auroshilpam
Ex.W30	Oct. 2012	Wage slip of A. Segaran	Ex.W54	10.05.2012	Electricity bill of K. Krishnamurthy (in the name of his wife, K. Padma) for March 2012
Ex.W31	08.11.2012	Additional petition submitted by the petitioners to the Assistant Labour Commissioner (Central), Puducherry	Ex.W55	12.06.2012	Electricity bill of K. Krishnamurthy (in the name of his wife, K. Padma) for April 2012
Ex.W32	17.01.2013	Failure report issued by the Assistant Labour Commissioner, Puducherry	Ex.W56	29.06.2012	College for receipt of P. Partheepan, S/o A. Pavadai
Ex.W33	Feb. 2013	Wage slip of A. Segaran	Ex.W57	Aug 2012	Wage bill of S. Chandrasekar of Rangoli, Auroshilpam
Ex.W34	12.04.2013	Order of reference issued by the Government of India	Ex.W58	Sep. 2012	Wage bill of S. Chandrasekar of Rangoli, Auroshilpam
Ex.W35	April 2013	Wage slip of R. Pandian, worker of Godrej Consumer Products, Puducherry	Ex.W59	14.02.2013	Water bill of A. Segaran
Ex.W36	Sept. 2013	Wage slip of K. Pavadai	Ex.W60	16.04.2013	Water bill of K. Krishnamurthy (in the name of his wife, K. Padma) for the period from Oct.-Dec. 2012
Ex.W37	Sept. 2013	Wage slip of A. Segaran	Ex.W61	29.05.2013	Electricity bill of K. Krishnamurthy (in the name of his wife, K. Padma) for March 2013
Ex.W38	06.11.2013	Letter sent by A. Segaran, K. Pavadai and K. Krishnamurthy to the Respondent Management under registered post acknowledgement due	Ex.W62	19.06.2013	Experience certificate issued by Agaram Enterprises Pvt. Ltd. to P. Elumalai
Ex.W39	14.11.2013	Returned envelope containing the aforesaid letter	Ex.W63	18.07.2013	Fee details of K. Chitra, daughter of K. Krishnamurthy
Ex.W40	Nov. 2008	Wage slip of K. Pavadai	Ex.W64	14.08.2013	Electricity bill of A. Segaran
Ex.W41	March 2002	Wage slip of K. Pavadai	Ex.W65	Aug. 2013	Wage bill of Jagathapraban, a worker of P.L. Haulwel Trailors Ltd., Puducherry
Ex.W42	June 2002	Wage slip of K. Pavadai	Ex.W66	02.09.2013	Water bill of K. Krishnamurthy (in the name of his wife, K. Padam) for January to June 2013
Ex.W43	July 2004	Wage slip of K. Pavadai	Ex.W67	18.09.2013	Electricity bill of A. Segaran
Ex.W44	16.07.2005	College fee receipt of P. Padmanabhan, Son of A. Pavadai	Ex.W68	19.11.2013	Cooking gas bill of K. Krishnamurthy
Ex.W45	Oct. 2006	Wage slip of K. Pavadai	Ex.W69	04.12.2013	Cooking gas bill of K. Krishnamurthy
Ex.W46	May 2007	Wage slip of K. Pavadai	Ex.W70	09.12.2013	Rice bill of A. P. avadai
Ex.W47	Feb. 2009	Wage slip of K. Pavadai	Ex.W71	10.12.2013	Grocery bill of A. Pavadai
Ex.W48	April 2009	Wage slip of K. Pavadai	Ex.W72	13.12.2013	Cooking gas bill of A. Segaran
Ex.W49	Aug. 2009	Wage slip of K. Pavadai			
Ex.W50	09.10.2009	Fee details of K. Chitra, daughter of K. Krishnamurthy			
Ex.W51	Nov. 2009	Wage slip of K. Pavadai			
Ex.W52	11.10.2011	Electricity bill of K. Krishnamurthy (in the name of his wife, K. Padma) for August 2011			

Ex.W73	27.12.2013	Cooking gas bill of A. Segaran	Ex.M13	12.11.2013	Letter addressed to the Respondent by the 5 <sup>th</sup> Petitioner relinquishing claims
Ex.W74	27.12.2013	Grocery bill of A. Segaran			
Ex.W75	08.11.2013	Industrial Dispute raised by the petitioners against the alleged closure	Ex.M14	10.12.2004	Revision of Minimum wages for employment in Tailoring Industry
Ex.W76	11.02.2014	Rejoinder statement filed by the petitioners in the said Industrial Dispute	Ex.M15	22.11.2012	Memorandum of Settlement under Section 12(3) of the Industrial Disputes Act, 1947
<b>On the Management's side</b>			Ex.M16	31.10.2013	Intimation of closure of "Filaure" and Statement of Reasons for closure
Ex.No.	Date	Description	Ex.M17	12.11.2013	Letter addressed to the Respondent by the 4 <sup>th</sup> Petitioner relinquishing claims
Ex.M1	Sept. 2012	Wage details of an employee in Rangoli Auroshilpam, Auroville	Ex.M18	12.11.2013	Letter addressed to the Respondent by the 5 <sup>th</sup> Petitioner relinquishing claims
Ex.M2	Oct. 2012	Wage details of Mr. A. Segaran for the month of October, 2012			
Ex.M3	March 2011	Register of wages for the month of March 2011			नई दिल्ली, 9 जनवरी, 2015
Ex.M4	March 2012	Register of wages for the month of March 2012			<b>का.आ. 129.</b> —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड और दूसरों के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 30/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08/01/2015 को प्राप्त हुआ था।
Ex.M5	March 2013	Register of wages for the month of March 2013			[सं. एल-40011/30/2012-आईआर (डीयू)]
Ex.M6	14.01.2005	Details of bonus payments made during Pongal in 2005			पी. के. वेणुगोपाल, डेस्क अधिकारी
Ex.M7	05.11.2010	Details of half-yearly bonus payments made during 13.11.2012 Deepavali and Pongal for the year 2010-12			New Delhi, the 9th January, 2015
Ex.M8	01.04.2010	Details of export sales transactions of Filaure Auroshilpam			<b>S.O. 129.</b> —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 30/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited & Others, and their workmen, which was received by the Central Government on 08/01/2015.
Ex.M9	22.11.2012	Memoranda of Settlement under Section 12(3) of the Industrial Disputes, Act, 1947			[No. L-40011/30/2012-IR(DU)]
Ex.M10	31.10.2013	Letter addressed by the Respondent to Mr. V. Dhandapani offering the final settlement as per the Industrial Disputes Act, 1947			P. K. VENUGOPAL, Desk Officer
Ex.M11	31.10.2013	Letter addressed by the Respondent to Mr. M. Selvam offering the final settlement as per the Industrial Disputes Act, 1947			<b>ANNEXURE</b>
Ex.M12	12.11.2013	Letter addressed to the Respondent by the 4 <sup>th</sup> Petitioner relinquishing claims			<b>BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI</b>
					<b>Wednesday, the 17<sup>th</sup> December, 2014</b>
					<b>Present : K. P. PRASANNA KUMARI, Presiding Officer</b>

**Industrial Dispute No. 30/2013**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and another and their workman)

**BETWEEN:**

The District Secretary : 1<sup>st</sup> Party/Petitioner  
Tamil Manil Telecom Contract Union  
Labour Union  
C/o Bharat Sanchar Nigam Ltd.  
Cuddalore

**AND**

1. The Executive Engineer (E) : 2<sup>nd</sup> Party/1<sup>st</sup> Respondent  
BSNL Electrical Division-II,  
Block-3/D3  
RGMTC GST Road,  
Meenambakkam Chennai-600027
2. M/s Air Cool Engineers : 2<sup>nd</sup> Party/2<sup>nd</sup> Respondent  
(Contractor)  
No. 24, Deivanayagam Street,  
Nungambakkam  
Chennai-600034

**Appearance :**

For the 1<sup>st</sup> Party/Petitioner : M/s. S. Anbalagan,  
Advocates

For the 2<sup>nd</sup> Party/  
1<sup>st</sup> Management : M/s. P. Srinivasan,  
Advocates

For the 2<sup>nd</sup> Party/  
2<sup>nd</sup> Management : M/s. N. Nithianandam,  
Advocates

**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/30/2012-IR(DU) dated 28.02.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of BSNL and their Contractor, M/s. Air Cool Engineers in terminating the service of Sri C. Ramanathan w.e.f. 05.09.2012 is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of Industrial Dispute this Tribunal has numbered it as ID 30/2013 and issued notices to both sides. Both sides have entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The Petitioner Union is espousing the cause of the workman, Sri C. Ramanathan employed under the Respondents. Ramanathan, the concerned workman has joined the First Respondent as Lineman/Helper on 16.07.2003. He has Diploma in ITI Electrician Trade. The First Respondent has numerous Telephone Exchanges, Administrative Offices and AC Plants for its smooth functioning. The maintenance of AC Package Units were given to Contractors periodically by the First Respondent. Initially the First Respondent had engaged Ramanathan, the concerned workman directly for doing pillar work, cable laying, data entry, etc. He was later engaged by the First Respondent through the Contractor by name Cooltech Contractors for maintenance work in the AC Plant of the 1<sup>st</sup> Respondent at Virudhachalam. The concerned workman was working continuously in the above unit under various Contractors. Though the Contractors changed periodically, the concerned workman continued to work under the First Respondent. He was to maintain the temperature of AC unit, check the temperature every one hour and rectify in case of any problem. The employment was perennial in nature. Till his termination, the concerned workman had rendered unblemished service to the satisfaction of the First Respondent. The Second Respondent was awarded the contract for two years from January 2012 to January 2013. The concerned workman was given duty at Virudhachalam plant. Though the duty was to be for 8 hours only, the concerned workman was forced to work 12 hours continuously and yet overtime allowance was not paid. If any other workman was absent he had to continue his work for 24 hours or even till the reliever came. The Second Respondent has refused to pay minimum wages as per law. Earlier the Second Respondent used to deposit the wages in the bank account of the workman. When he demanded minimum wages he started paying salary in cash after getting signature in blank vouchers. On 03.09.2012 the Second Respondent called the concerned workman and informed him that he has been terminated from service. When he went for work on the next day, the Sub-Divisional Engineer informed that he has been substituted by another person. Since the work performed by the concerned workman was perennial in nature and the engagement was against the provisions of CLRA Act and the contract between the First and Second Respondent being sham and bogus, the termination is illegal and unjustified. An award may be passed holding that the contract is sham and bogus, that the action of the Management and Contractor in terminating the services of the workman is illegal and unjustified and consequently directing the First Respondent to reinstate the workman in service with backwages and all other attendant benefits.

4. The Second Respondent has filed Counter Statement contending as follows:

The concerned workman is a contractual worker working under various Contractors from time to time.

The Contractor had been engaging skilled person to repair AC Package Units. The claim of the workman that he was rectifying the problems is not correct. There was no employer-employee relationship between the workman and the First Respondent. The job of the workman was switching off and switching on the AC Package Units which does not require any skill. The First Respondent did not engage the workman directly. Being the principal employer the First Respondent can only ensure that the workman is drawing not less than minimum wages as fixed by the Central Labour Authority for contractual workers from time to time. It is incorrect to state that the Second Respondent to whom the contract was awarded has no valid license. The petitioner is not entitled any relief against the First Respondent.

5. The Second Respondent has filed Counter Statement contending as below:

The First Respondent engages private contractors for executing the work in its seven AC Package Units and the Contractor in turn engages contract workers in accordance with the provisions of CLRA Act. The Second Respondent was awarded the work by contract dated 07.12.2011 for a period of two years. The Second Respondent is having valid license under the CLRA Act. The contract workers engaged by the Second Respondent are paid wages as fixed under the Minimum Wages Act and given other benefits also. The concerned worker was engaged as a contract worker alongwith other workers for execution of the work. He was working as an unskilled worker. He stopped reporting from duty from 05.09.2012 without informing the Second Respondent. The nature of work of the concerned workman was not perennial as alleged in the Claim Statement. The petitioner is not entitled to any relief.

6. The evidence in the case consists of oral evidence of WW1 and MWs 1 and 2 and documents marked as Ext.W1 to Ext.W11 and Ext.M1 to Ext.M3.

7. The point for consideration is:

Whether the concerned workman is entitled to be reinstated in the service of the First Respondent?

### **The Point**

8. According to the petitioner Ramanathan, the concerned workman has worked for the First Respondent under different Contractors for the maintenance work of Air-Condition Plants at Viruddachalam. According to him though the Contractors have changed periodically, he was working continuously under the First Respondent. His work was to maintain the temperature of the AC unit at a particular level, check the temperature every one hour, rectify problems if any and maintain the unit. According to the petitioner, even though salary was paid by the

Contractors, the worker was controlled by the Sub-Divisional Engineer or other Officers of the Respondent. They were giving instructions to him as to what is to be done. They were recommending action to be taken against the contract workers if they committed any misconduct. The Second Respondent who was awarded the contract for the period from January 2012 to December 2013 has given him duty at Viruddachalam. Though, duty was round the clock only two persons were allotted in the unit of Viruddachalam and the concerned worker was forced to work 12 hours a day even without any overtime allowance. According to the petitioner the work done by Ramanathan, the workman was perennial in nature. The Second Respondent is said to have threatened him when he demanded minimum wages. He is said to have informed Ramanathan on 03.09.2012 that he has been terminated from service. According to the petitioner the engagement was against the provisions of CLRA Act also. The petitioner has contended that the contract between the First and Second Respondent is sham and bogus and the action of the First and Second Respondent in terminating the service of Ramanathan is illegal and unjustified. He is seeking an order to reinstate him in service with back wages and other benefits.

9. The case that is advanced by the First Respondent is that there was never employer-employee relationship between Ramanathan and the First Respondent. The Second Respondent also has stated in the Counter Statement that he has engaged the concerned workman for work, he being the Contractor for two years, for the maintenance of AC Package Units at Cuddalore and other six centres.

10. The Union Secretary has given evidence as WW1 asserting that the concerned workman started to work with the First Respondent through a Contractor in the year 2006 and that he was throughout working for the First Respondent even though the Contractors changed periodically during this time. The concerned workman has also given evidence as WW2, asserting the case in the petition.

10. It could be seen from the Counter Statement filed by the First Respondent that the case of the petitioner that Ramanathan was working for the First Respondent throughout from 2006 is not denied. The only case is that it was as engaged by the Contractors he was working and there was no employer-employee relationship between them.

11. During his examination the Second Respondent has admitted that there was issue between him and the workman in the matter of minimum wages and it was brought before the Regional Labour Commissioner. He was asked to pay difference in wages, overtime wages and compensation. According to him he has filed appeal against this order and he has obtained a stay of the

execution of the order also. The case of the workman is that the Second Respondent has been threatening him in this respect and ultimately he was not allowed to continue in the work.

12. In support of his contention that the contract between the First and Second Respondents is bogus, one argument that is advanced by the counsel for the petitioner is that the Second Respondent has no license under CLRA Act to enter into the contract. The Second Respondent has produced Ext.M1 said to be the certificate of registration under the CLRA Act. It is pointed out by the counsel for the petitioner that this document will not show that the Second Respondent has got necessary license. According to him, in the absence of license produced by the Second Respondent, Ext.M2 the contract between the First and Second Respondent for maintenance of the seven AC units of the First Respondent is to be treated as sham and nominal. The counsel has referred to the decision of the Karnataka High Court in *FOOD CORPORATION OF INDIA LORRY WORKERS UNION VS. FOOD CORPORATION OF INDIA* reported in 1987 1 LLJ 407 and also decision of the Gujarat High Court in *FOOD CORPORATION OF INDIA EMPLOYEES UNION VS. FOOD CORPORATION OF INDIA AND OTHERS* reported in 1990 1 GLR 384 where it was held that a worker who works for a principal employer to whom the provisions of the CLRA Act are attracted is to be treated as the worker of the employer unless the establishment has secured a certificate of registration and it had employed contract labour through a licensed Contractor. However, these decisions are against the dictum laid down by the Apex Court in this respect. In the decisions in *NATIONAL THERMAL POWER CORPORATION AND OTHERS VS. BADRI SINGH THAKUR AND OTHERS* reported in 2009 1 LLJ 198 and *MUNICIPAL CORPORATION OF GREATER MUMBAI VS. SHRAMIK SANGH AND OTHERS* reported in 2002 2 LLJ 544 it has been laid down that the conclusion that the contract was sham or it was only a camouflage cannot be arrived at as a matter of law for non-compliance of the provisions of CLRA Act but a finding must be recorded based on evidence, particularly when disputed by an industrial adjudicator. So the argument that the contract between the First and Second Respondents is sham and nominal in the absence of license for the Second Respondent is not available for the petitioner.

13. Irrespective of whether registration certificate was obtained by the principal employer under CLRA Act or whether license was obtained by the Contract under the said Act, based on evidence, it is to be decided whether the contract is sham and nominal. One aspect that has been pointed out by the counsel on behalf of the petitioner is that the work done by the concerned workman is perennial in nature. On going through the counter statement of the Respondents, it could be seen that there is not even a contention for the Respondents that the

work is not perennial in nature. The duty of the concerned workman and such others engaged for the First Respondent was the maintenance of AC Package Units. Of course, there is a contention for the Respondents that the petitioner was not doing any skilled work but he was only switching of and switching on the AC units. According to the Respondents, maintenance used to be done by some other person. At the same time though the petitioner has contended in the Claim Statement itself that he has completed ITI in AC Mechanic trade, this is not specifically denied in the Counter Statements. Even assuming that the petitioner was not doing any maintenance work it is very much clear that the work was perennial in nature. Unless the AC units are working non-stop the First Respondent would not be able to provide uninterrupted service of telecommunications. The petitioner has alleged in the Claim Statement that even though the units are to function round the clock only two persons including the concerned workman were engaged at Viruddachalam and he was forced to work 12 hours a day even without any overtime allowance. It is very much clear from the admission of MW1 itself that the petitioner had been working 12 hours a day. He has stated during his cross-examination that apart from the usual 8 hours the workers will be working four hours overtime also. This admission by the Second Respondent makes it clear that the AC units were working round the clock and the concerned workman and his co-worker had to work continuously for 24 hours. It is clear from this that the work done by the petitioner was perennial in nature.

14. Now the question to be considered is who was controlling and supervising the workman and who was paying him. It could be seen from the very averment in the claim Statement that wages used to be paid to him by the Contractor. Himself and others have proceeded against the Second Respondent for not paying minimum wages. However, there is sufficient evidence to show that the control of the workman was by the First Respondent itself. As already stated the concerned workman had been working with the First Respondent irrespective of the change in contract and change in the Contractors. He has started to work with the First Respondent in the year 2006. Even though different Contractors came and left, he continued to work for the First Respondent until he was prevented from work by the Second Respondent. This would show that the engagement of the workman was in fact not on the basis of the contract but he was accepted by the First Respondent throughout as a worker, whoever was the Contractor. In Ext.W6 the reply given by the First Respondent under the Right to Information Act, the First Respondent has stated that though only 15 workers are engaged and so contract need not be covered under the Provident Fund and ESI Acts, they are taking care of the above benefits in respect of the persons engaged. This

would show that the First Respondent was directly taking care of the affairs of those who were engaged.

15. The Second Respondent has stated during his cross-examination that there were 10 workers at Cuddalore under him and the concerned workman was employed as AC Operator. He had claimed that the workman was working under his instruction. However he was the Contractor for four other units also. He also stated that there was no need for day-to-day instructions for the workers since their duty was only to switch on and switch of the AC units. This would show that he is not exercising any control over the workman. This would also show that whatever control required was exercised by the Officers of the First Respondent and not the Second Respondent. It could be seen that in spite of the perennial nature of the work the First Respondent was executing contract with different persons as a camouflage only to deny the deserving benefits to the concerned workman and others of his kind. It is very much clear from the evidence that unless the AC units are made to work continuously the First Respondent would not be able to function. This very perennial nature of the work would show that the contracts were meant only as camouflage.

16. The concerned workman had worked with the First Respondent continuously from the year 2006 though nominally under different Contractors. Since the contract between the First and Second Respondent is found to be camouflage the concerned workman is to be treated as a worker directly employed by the First Respondent. He seems to have been turned out of work for no valid reason so he is entitled to be reinstated in service by the First Respondent. However, he would not be entitled to any back wages.

17. In view of my discussion above, the First Respondent is directed to reinstate Ramanathan, the concerned workman in service within a month.

An award is passed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

#### Witnesses Examined:

For the 1<sup>st</sup> Party/Petitioner : WW1, Sri S. Anandhan  
WW2, Sri C. Ramanathan

For the 2<sup>nd</sup> Party/Management : MW1, Sri K. Veera

#### Documents Marked:

##### On the petitioner's side

Ex.No.	Date	Description
Ex.W1	20.05.2009	Notification issued by Central Government regarding revision of minimum rates of wages

Ex.W2	12.05.2010	Letter of the First Respondent adopting the notification dated 20.05.2009
Ex.W3	26.04.2012	Reply given by the First Respondent
Ex.W4	03.10.2012	Reply filed by BSNL before Asstt. Commissioner of Labour
Ex.W5	05.11.2012	Application filed by Minimum Wages Act by the Union
Ex.W6	22.05.2012	Strike Notice issued by the Union
Ex.W7	29.05.2012	Letter by Asstt. Commissioner of Labour to the First Respondent
Ex.W8	03.12.2012	Failure report
Ex.W9	20.11.2009	Service Certificate issued by the First Respondent
Ex.W10	-	Attendance Register
Ex.W11	-	Bank Statement of the petitioner

##### On the Management's side

Ex.No.	Date	Description
Ex.M1	07.07.2011	Certificate of registration for CLRA Act 1970 issued to the 2 <sup>nd</sup> Respondent
Ex.M2	29.09.2011	Tender notification issued by the 1 <sup>st</sup> Respondent
Ex.M3	07.12.2011	Agreement entered into between the 1 <sup>st</sup> Respondent and the 2 <sup>nd</sup> Respondent.

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 130.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिफेन्स इंस्टिट्यूट ऑफ बायो-एनर्जी, हल्दवानी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 94/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/01/2015 को प्राप्त हुआ था।

[सं. एल-14012/18/2014-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 12th January, 2015

**S.O. 130.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (I.D. No. 94/2014) of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Defence Institute of Bio-Energy, Haldwani, and their workmen, which was received by the Central Government on 12/01/2015.

[No.L-14012/18/2014-IR(DU)]

P. K. VENUGOPAL, Desk Officer

#### ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL- CUM- LABOUR  
COURT-1, CHANDIGARH.**

**Case No I.D 94/2014**

Shri Siwn Singh Routela  
C/O Diwan singh Routela son of  
Shri Pratap Singh Routela,  
Resident of Village Chharayat,  
P.O. Manpur North Haldwani,  
Nainital.

...Workman

#### Versus

1. The Director,  
Defence Institute of Bio-Energy,  
Haldwani.

...Respondent

#### Appearances :

For the workman : None

For the management : Shri Umesh Chander Joshi

#### AWARD

Passed on 18.12.2014

Central Govt. vide notification No.L-14012/18/2014 (IR(DU), dated 04.07.2014 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of M/s. Milan Thapa Security Agency over the issue of alleged illegal termination of services of Shri Siwn Singh Routela w.e.f. 1.06.2013 is legal and justified? If not, what relief the workman are entitled to?”

2. On receipt of the reference, the notices were issued to the parties. None has put up appearance on behalf of the workman nor any claim statement has been filed by him. The representative of the management is present. Already many opportunities have been given to the workman but none has put up appearance. In views of the above, this Tribunal has no option otherwise then to return the reference for non-prosecution. Accordingly, the reference is returned as such.

Chandigarh.  
18.12.2014

S. P. SINGH, Presiding Officer

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 131.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड, फरीदाबाद के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 118/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/01/2015 को प्राप्त हुआ था।

[सं. एल-40011/53/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 12th January, 2015

**S.O. 131.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 118/2013) of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited, Faridabad and their workmen, which was received by the Central Government on 12/01/2015.

[No.L-40011/53/2013-IR(DU)]

P. K. VENUGOPAL, Desk Officer

#### ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL- CUM- LABOUR  
COURT-I, CHANDIGARH**

**Case No. ID 118 of 2013 . Reference  
No. L-40011/53/2013/IR(DU) dated 29.10.2013**

Shri Shiv Kumar son of Shri Amilala  
C/o Shri Hoob Lal Yadav,  
General Secretary Mercantile  
Employees Association ,  
530-Near Prem Public School,  
Dayal Nagar PO Amar Nagar,  
Faridabad-121007 (Haryana).

...Workman

#### Versus

1. The General Manager,  
BSNL, Telephone Exchange,  
Sector-15-A, Faridabad.

...Respondent

#### Appearances :

For the Workman : None

For the Management : None

**AWARD**

Passed On:-30.12.2014

Government of India Ministry of Labour vide notification No. L-40011/53/2013/IR(DU) dated 29.10.2013 has referred the following dispute to this Tribunal for adjudication:

**Term of Reference:**

“Whether the action of the management of Bharat Sanchar Nigam Ltd. (BSNL), Faridabad, Haryana in terminating the services of Shri Amar Singh son of Shri Shiv Kumar son of Amilala, ex-peon w.e.f. 06-04-2012 is legal and justified? To what relief the workman is entitled to and from what date?”

2. Case repeatedly called. Despite repeated opportunities, none appeared for the workman nor any claim statement has been filed. The case was received from the Ministry of Labour in the month of October 2013. From the very first date, neither workman nor any of his representatives appeared. A letter dated 4.12.2013 addressed to the Ministry of Labour has been received from the workman for transferring his case from CGIT-I, Chandigarh to CGIT-II, Delhi. Since then neither workman appeared nor any claim statement has been filed by him. In the circumstances no purpose would be served in keeping the case pending with this court. In view of the above, the present reference is returned for want of prosecution.

3. Reference is answered accordingly.

Chandigarh.  
30.12.2014

S. P. SINGH, Presiding Officer

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 132.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड, फरीदाबाद के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 117/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/01/2015 को प्राप्त हुआ था।

[सं. एल-40011/60/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 12th January, 2015

**S.O. 132.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 117/2013) of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh now as shown in the Annexure

in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited, Faridabad and their workmen, which was received by the Central Government on 12/01/2015.

[No. L-40011/60/2013-IR(DU)]

P. K. VENUGOPAL, Desk Officer

**ANNEXURE**

**BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT-I, CHANDIGARH**

**Case No. ID 117 of 2013 . Reference  
No. L-40011/60/2013/IR(DU) dated 28.10.2013**

Shri Amar Singh  
son of Shri Bhule Ram  
C/o Shri Hoob Lal Yadav,  
General Secretary Mercantile  
Employees Association ,  
530-Near Prem Public School,  
Dayal Nagar PO Amar Nagar,  
Faridabad-121007 (Haryana). ...Workman

**Versus**

1. The General Manager,  
BSNL, Telephone Exchange,  
Sector-15-A, Faridabad. ...Respondent

**Appearances :**

For the Workman : None  
For the Management : None

**AWARD**

Passed On:-30.12.2014

Government of India Ministry of Labour vide notification No. L-40011/60/2013/IR(DU) dated 28.10.2013 has referred the following dispute to this Tribunal for adjudication:

**Term of Reference:**

“Whether the action of the management of Bharat Sanchar Nigam Ltd. (BSNL), Faridabad, Haryana in terminating the services of Shri Amar Singh son of Shri Bhule Ram, ex-guard w.e.f. 01-09-2002 is legal and justified? To what relief the workman is entitled to and from what date?”

2. Case repeatedly called. Despite repeated opportunities, none appeared for the workman nor any claim statement has been filed. The case was received from the Ministry of Labour in the month of October 2013. From the very first date, neither workman nor any of his representatives appeared. A letter dated 4.12.2013 addressed to the Ministry of Labour has been received

from the workman for transferring his case from CGIT-I, Chandigarh to CGIT-II, Delhi. Since then neither workman appeared nor any claim statement has been filed by him. In the circumstances no purpose would be served in keeping the case pending with this court. In view of the above, the present reference is returned for want of prosecution.

3. Reference is answered accordingly.  
Chandigarh.  
30.12.2014

S. P. SINGH, Presiding Officer

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 133.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मीठे पानी में एक्वाकल्चर, भुवनेश्वर के केन्द्रीय संस्थान के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 9/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/01/2015 को प्राप्त हुआ था।

[सं. एल-42011/4/2006-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 12th January, 2015

**S.O. 133.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 9/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Institute of Freshwater Aquaculture, Bhubaneswar and their workmen, which was received by the Central Government on 12/01/2015.

[No. L-42011/4/2006-IR(DU)]

P. K. VENUGOPAL, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

**Present :** Shri PRADEEP KUMAR, Presiding Officer,

C.G.I.T.-cum-Labour Court, Bhubaneswar.

**INDUSTRIAL DISPUTE CASE NO. 9/2009**

**L-42011/4/2006 -IR(DU), dated 13.02.2009**

Date of Passing Award – 22<sup>nd</sup> day of December, 2014

#### Between :

The Director,  
Central Institute of Freshwater  
Aquaculture, Kausalyaganga,  
Bhubaneswar-2

1<sup>st</sup> Party-Management

AND

The General Secretary,  
Central Fisheries Research  
Employees Association,  
Kausalyaganga, Bhubaneswar 2<sup>nd</sup> Party-Union.

#### Appearances :

1. Shri P. K. Sethy For the 1<sup>st</sup> Party  
Asst. Administrative Officer Management
2. Shri S. C. Khuntia For the 2<sup>nd</sup> Party- Union

#### AWARD

The Government of India in the Ministry of Labour & Employment has referred the present dispute existing between the employers in relation to the Management of The Director, Central Institute of Freshwater Aquaculture, Bhubaneswar and their workman represented through the General Secretary, Central Fisheries Research Association, Bhubaneswar in exercise of the powers conferred under clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 vide their Letter No. L-41011/4/2006-IR(DU), dated 16.11.2007 to this Tribunal for adjudication pursuant to orders of the Hon'ble High Court of Odisha in writ petition No. 8101/2007. The dispute as referred to has been mentioned under the schedule of the order of reference which is quoted below.

“Whether the demand of the Central Fisheries Research Employees Association for allotment of a room for carrying out their union activities, from the management of Central Institute of Freshwater Aquaculture, is legal and justified? If yes, to what relief the workmen are entitled to”

2. Before going into the merits of the case, it is pertinent to interpret the schedule of reference. The matter is to answer the legality and justification of the demand of the Central Fisheries Research Employees Association (in short “CFREA”) for allotment of a room in their favour by the Management of Central Institute of Freshwater Aquaculture (CIFA) to undertake their union activities. It appears that the parties have pleaded not in accordance with the terms of reference and this tribunal cannot go beyond the terms of reference. This Tribunal enjoys the jurisdiction to matters of industrial disputes only which is coming under the definition of Section 2(k) of the Industrial Disputes Act, 1947 (In short “the Act”). Section 2(k) of the Act defines as follows.

“Industrial Dispute” means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of

employment, or with the conditions of labour, of any persons.

3. The above referred dispute for non-allotment of a room in favour of the 2<sup>nd</sup> party union to carry out their union activities is not connected with the employment or non-employment, or the terms of employment, or with the conditions of labour, of any persons. Since, the dispute doesnot satisfy the conditions laid down in Section 2(k) of the Act, the same cannot be treated as an industrial dispute.

4. Accordingly, the dispute cannot be adjudicated as this Tribunal lacks jurisdiction. Hence, the matter is returned back to the Ministry unanswered.

PRADEEP KUMAR, Presiding Officer

नई दिल्ली, 12 जनवरी, 2015

**का.आ. 134.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड, ओडिशा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 11/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/01/2015 को प्राप्त हुआ था।

[सं. एल-40012/92/2009-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 12th January, 2015

**S.O. 134.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 11/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited, Odisha and their workman, which was received by the Central Government on 12/01/2015.

[No. L-40012/92/2009-IR(DU)]

P. K. VENUGOPAL, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

**Present :** Shri PRADEEP KUMAR, Presiding Officer,

C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 11/2010

L-40012/92/2009 -IR(DU), dated 31.05.2010

Date of Passing Award – 11<sup>th</sup> Day of December, 2014

#### Between :

The Sub-Divisional Officer,  
Telecom, BSNL,  
Salepur, Odisha

1<sup>st</sup> Party-Management.

And

Shri Vikash Chandra Mohapatra,  
S/o-Laxmidhar Mohapatra,  
Village-Arei, PO-Samitanga,  
Via-Kishan Nagar, Salepur,  
Odisha

2<sup>nd</sup> Party-Workman.

#### Appearances :

- |                                            |                                             |
|--------------------------------------------|---------------------------------------------|
| 1. Shri Mahendranath Pradhan<br>SDE(Legal) | For the 1 <sup>st</sup> Party<br>Management |
| 2. Shri Vikash Chandra<br>Mohapatra        | For the 2 <sup>nd</sup> Party<br>Workman    |

#### AWARD

The Government of India in the Ministry of Labour & Employment has referred the present dispute existing between the employers in relation to the Management of the Sub-Divisional Officer, Telecom, BSNL, Salepur, Odisha, and their workman Shri Vikash Chandra Mohapatra in exercise of the powers conferred under clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) vide their Letter No. L-40012/92/2009 -IR(DU), dated 31.05.2010 to this Tribunal for adjudication. The dispute as referred to has been mentioned under the schedule of the letter of reference which is quoted below.

“Whether the action of the management of Sub-Divisional Officer, BSNL, Salepur, in terminating the services of Shri Vikas Ch. Mohapatra w.e.f. April 2009 is legal and justified? If not, what relief the workman is entitled to?”

2. The 2<sup>nd</sup> party woekman (herein after referred to as “the 2<sup>nd</sup> party”) through his statement of claim and rejoinder has stated that he was initially engaged by the SDO, BSNL, Salepur w.e.f. 02.07.1995 as helper. There, he was doing various works relating to erection of electric poles, digging of cable trench, duties of night watchman and OFC cable repairing under a lineman with a monthly remuneration of Rs. 500/- to Rs. 600/-. The name of the 2<sup>nd</sup> party finds place in the list of workers at Seriel No. 162 in general list and seriel No. 3 of Salepur Sub-Division vide letter No. E-6(13) part/2001-2002/5 dated 12.07.2001 containing the subject “information regarding engagement of Casual Mazdoor in your Sub-Division”.

3. As per the directions of the SDO(Telecom), Salepur, the 2<sup>nd</sup> party obtained experience certificates from the telecom officials under whom he was working as a helper.

The experience certificates shows the duties performed by the 2<sup>nd</sup> party like NTC, Cable Work, load pile erection and watchman. He worked continuously since 1995 till 01.04.2009 and has completed more than 240 days of continuous duty in each calendar year with effect from the year 1998 to 2010. The 1<sup>st</sup> party terminated the services of the 2<sup>nd</sup> party without following the principles of the Industrial Disputes Act, 1947 (herein after referred to as "the Act") and engaged a new workman in his place namely Shri Bijay Kumar Kandi. The 2<sup>nd</sup> party also strongly objected the written statement filed by the 1<sup>st</sup> party citing the reasons inter alia the same is signed and verified by an unauthorized person. Accordingly, the 2<sup>nd</sup> party prayed for his reinstatement with full back wages.

4. The 1<sup>st</sup> Party Management (herein after referred to as "the 1<sup>st</sup> party") on the other hand in his written statement has denied all the facts stated in the statement of claim of the 2<sup>nd</sup> party. The 1<sup>st</sup> party has contended that there is no record available with them that the 2<sup>nd</sup> party was ever an workman employed under them. The 1<sup>st</sup> party also denied of having any record with them about the letter No. E-6(13)part/2001-02/5 dated 12.07.2001 which is alleged to have been issued to them by the Area Manager Telecom(city), Cuttack-cum-Chairman of the Committee. Rather the 1<sup>st</sup> party has complained that the 2<sup>nd</sup> party has provided such document to the 1<sup>st</sup> party which is a forged one. The 1<sup>st</sup> party also filed certain documents alongwith his written statement.

5. The 1<sup>st</sup> party also denied the genuineness of the experience certificates issued to the 2<sup>nd</sup> party and made it clear that the 2<sup>nd</sup> party has never been issued with any experience certificate. Moreover, no official of the telecom department has ever signed any such experience certificate.

6. On perusal of the record, the following issues were framed.

- a. Whether the action of the management of Sub-Divisional Officer, BSNL, Salepur in terminating the services of Shri Vikar, Ch. Mohapatra w.e.f. April, 2009 is legal and justified?
- b. If not, what relief the workman is entitled to?

7. The 1<sup>st</sup> party has examined two witnesses on its behalf and proved no documents. The 2<sup>nd</sup> party also examined two witnesses and proved 06 (six) documents in support of its case. I have heard oral arguments from the side of both the parties. I have also perused the written notes of arguments submitted by the parties.

## FINDINGS

### Issue No. 1

8. It is very much clear from the statements made by the 2<sup>nd</sup> party about his engagement with the 1<sup>st</sup> party as a helper are true as per the evidence adduced and documents proved. The 2<sup>nd</sup> party being a casual mazdoor/helper under the 1<sup>st</sup> party, his name found place in the list of casual mazdoors prepared by the 1<sup>st</sup> party for the consideration of his candidature for his regular employment under the management. The documents proved by the 2<sup>nd</sup> party are very much lying with the 1<sup>st</sup> party as the 1<sup>st</sup> party has produced those documents alongwith his written statement. Moreover, it is quite unfortunate on the part of the 1<sup>st</sup> party to deny the letter No. E-6(13)part/2001-02/5 dated 12.07.2001 issued to him by the Asst. Manager, Telecom (city), Cuttack. Hence, the statements made by the 1<sup>st</sup> party seems to be misleading and unbelievable.

9. On the other hand, the 2<sup>nd</sup> party proved his case through the documents filed by him as well as the evidences adduced on its behalf. But, the 2<sup>nd</sup> party failed to prove the fact of his engagement with the 1<sup>st</sup> party for more than 240 days in the calendar year preceding the date of his termination from services. However, since the 2<sup>nd</sup> party was engaged under the 1<sup>st</sup> party as a helper/casual mazdoor, the outright termination of services of the 2<sup>nd</sup> party by 1<sup>st</sup> party without following the principles enumerated in the Act is illegal and unjustified.

### Issue No. 2

10. In view of the above facts, the 1<sup>st</sup> party is directed to restore the previous engagement of the 2<sup>nd</sup> party. Since, the 2<sup>nd</sup> party has not extended any service to the 1<sup>st</sup> party with effect from the date of his termination from services, the 1<sup>st</sup> party is further directed to pay the 2<sup>nd</sup> party 25% of the wages from the date of his disengagement till the date of restoration of services of the 2<sup>nd</sup> party within a period of three months from the date of publication of award in the Gazette of India failing which the 1<sup>st</sup> party shall pay simple interest @ 12% per annum against the wages applicable to him. The 1<sup>st</sup> party is further directed to consider the candidature of the 2<sup>nd</sup> party in case of any regular vacancy suitable to the 2<sup>nd</sup> party arises in future.

11. The reference is answered accordingly in favour of the 2<sup>nd</sup> party workman.

PRADEEP KUMAR, Presiding Officer